



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, June 27, 2019 to be opened at the County Purchasing Office the same date for Management of the Rural Transit Fixed Route Commuter Bus Program for the County of El Paso.

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Thursday, June 27, 2019  
Management of the Rural Transit Fixed  
Route Commuter Bus Program  
for the County of El Paso  
RFP Number 19-024**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, June 13, 2019, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

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

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

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

# EL PASO COUNTY SIGNATURE PAGE

<b>RFP 19-024</b> <b>Management of the Rural Transit Fixed</b> <b>Route Commuter Bus Program for</b> <b>the County of El Paso</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.</b>

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_

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

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

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

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

**Management of the Rural Transit  
Fixed Route Commuter Bus  
Program for the County of El Paso**

**RFP 19-024**



**Opening Date  
Thursday, June 27, 2019**

## I. INTRODUCTION

El Paso County (THE COUNTY) is seeking proposals from qualified companies to operate, with its own employees, the County's commuter bus program throughout the non-urbanized area of El Paso County. The County intends to provide Twenty (20) to Twenty-Three (23) Elkhart cutaway buses and will consistently attempt to secure competitive and other funds to replace and/or add vehicles that have exceeded the useful life standards established by the Transit Asset Management (TAM) plan of the Texas Department of Transportation (TxDOT) in order to maintain a fleet in that range.

The selected Contractor shall provide the personnel, vehicle maintenance, materials, fuel, supplies, training, and supervision necessary for providing safe, courteous, and reliable transportation of passengers. The Contractor will also be responsible for identifying and establishing an operations facility within El Paso County to operate the commuter bus program.

The selected Contractor shall be equipped to supply Compressed Natural Gas (CNG) fuel and comply with all local, State and Federal rules, policies, regulations and laws dealing with the operation, use, maintenance and repairs of CNG vehicles and equipment. This includes but is not limited to personnel certification, building certifications and all Safety, Licensing, Training and Certification required by the Texas Railroad Commission.

## II. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

### a. GENERAL INFORMATION

#### Schedule and Process

<b>Date</b>	<b>Event</b>
Monday, June 3, 2019	Issuance of RFP
Thursday, June 13, 2019	Deadline for Submission of Written Questions
Thursday, June 27, 2019	Proposals are due in the County Purchasing Department
September 1, 2019	Services Start Up Date

#### Terms of the Contract; Funding

This project will be financed in part by Federal, State, and/or local sources and is subject to the availability of these funds. The contract will be for a three-year term, with two (2) one-year extension options; however in the event that the County experiences a diminution of funding from Federal, State, or local sources during the contract term, the County may terminate all or part of the services and obligations which are part of the Contract.

## III. SCOPE OF WORK/CONTRACT PROVISIONS

### Definitions

Contractor:	The business entity that is offering their services in this Request for Proposals
General Manager:	The employee hired by the Contractor to manage the employees and overall day-to-day operations of the commuter bus service contract.
County Project Manager:	The El Paso County employee(s) responsible for ensuring the Contractor complies with the terms of the Commuter Bus Services contract.
Billable Time:	Billable Time is the time the vehicle is in service available to carry passengers (revenue time). Time between separate pieces of revenue work and the time it takes to go to and come from the point or points where vehicles are garaged or parked to the point or points where the vehicle goes into and out of service (deadhead time) <u>are not</u> billable. In most instances, this means that billable time will be the “first stop to the last stop” on the County approved bus route.
Revenue Vehicle Hour:	Refers to Billable time in hours. The fees for services will be based on the revenue hours, multiplied by the hourly rate. Estimated annual Revenue Hours are shown in the chart below.
Run Cut:	Drivers’ weekly assignment.
Emergency Plan:	Detailed plan of action that the Contractor has submitted to the County for approval including how traffic accidents involving County vehicles, traffic delays, and extreme weather will be addressed by the Contractor.
Road Calls:	Refers to calls for help to the Contractor dispatcher for a broken down bus or any other problem that would prevent the timely execution of the Services.

The Contractor shall directly operate and manage the fixed route commuter bus service in El Paso County without subcontracting or otherwise assigning the service operations responsibilities as outlined in this RFP. The Contractor will ensure the delivery of the highest quality service and such service shall be in compliance with all applicable state and federal laws and regulations. The Contractor must have been in the business of providing passenger transportation for a minimum of five (5) years. Regular interaction with the County staff is required.

Fixed Routes and Estimated Revenue Hours

There are five (5) fixed routes as shown in the chart below. Routes 10, 20, 30, and 40 run daily Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday per the schedule established by the County. There is no service on: Sundays, and Holidays (New Year’s Day,



Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day). There are approximately 307 service days annually on each of routes 10-40.

Route 50 runs every day with the exception of Easter, Thanksgiving, Christmas and New Year's Days. There are approximately 361 annual service days on Route 50.

Operating Hours: From approximately 5:45 am until 7:45 pm

<b>Routes</b>	<b>Estimated Daily Revenue Hours</b>
# 10 Anthony/Canutillo	Monday – Saturday 13.31
# 20 Montana Vista	Monday – Saturday 15.07
#30 Horizon City	Monday – Saturday 12.25
# 40 Fabens/Tornillo	Monday – Saturday 11.5
# 50 Mission Trail	Monday – Sunday 10.9/ 8.9
Total Daily Revenue Hours	63.03 Weekday Revenue Hours
Total Weekly Hours	387.08 Weekly Revenue Hours
Total Annual Hours	19,763.25 Annual Revenue Hours

The County does not guarantee the hours listed above.

Commuter Bus Service is provided to three (3) transfer centers operated by the local public transit agency (Sun Metro). The Contractors will be expected to comply with the policies and procedures of the various transfer centers when providing services into and out of these congested facilities:

- 1) Eastside Transit Terminal – 1165 Sunmount,
- 2) Nestor A. Valencia Transfer Center - 9065 Alameda, and
- 3) A. I. Jefferson Westside Transfer Center - 7535 Remcon.

#### SERVICE CHANGES

The County reserves the right to adjust as necessary the service level during the term of this contract. This includes any adjustment necessary in vehicles allocated to perform this Service. The County shall have the option to implement new service, add or delete from the given schedule or to re-deploy the service to other areas based on demand or increase of service productivity.

- a. **Minor Route and/or Schedule Changes** – *An example of a minor route or schedule change is: A change in the amount of time allowed between time points with no increase in actual route running time or changes to the beginning or end of the line times. While the County will in most cases provide at least a one (1) week notice; as little as 24 hour*

notice may be given to respond to minor adjustments. Such changes will not require a revision of the bus operator work runs by the Contractor, though they may occasionally “unhook” two pieces of work. Minor adjustments, depending on the time frame allowed, may be given verbally and then confirmed by a written memo. Route and service modifications necessitated by recurring events (e.g., street closure) are the responsibility of the Contractor, but must be approved by the County.

- b. **Major Route and/or Schedule Changes** - *Examples of major route or schedule changes are: Any change to the route (same streets utilized), any change to the beginning or end of the line times and any addition or elimination of trips to the schedule.* Major route changes are those that may cause the Contractor to revise the bus operator work runs. Except for emergencies, the County will make every effort to implement major service changes on a fixed predictable schedule in coordination with the Contractor’s periodic bus operator work run revisions. In most cases, the County will give the Contractor four (4) weeks written notice to respond to major changes requiring more drivers or major adjustments to work shifts. Contractor shall submit a proposed run cut within two (2) weeks of receiving a major change announcement from the County. The County shall endeavor to review, approve, and/or comment, if needed, within three (3) working days. The County reserves the right to approve all run cuts, as they serve as the basis for determining Contractor payment.
- c. **Route and Service Modifications Caused by Non-Recurring Events** (e.g., freeway accidents, weather, etc.) are the responsibility of the Contractor. In case of an emergency, the Contractor shall respond to modifications to service immediately. When such non-recurring event will make other coordinated assignments of the vehicle more than 15 minutes late, the Contractor shall dispatch supplemental vehicle(s) to ensure such trip(s) are minimally impacted by the event.
- d. **Contingency Plan** - The Contractor is expected to take any necessary action to prevent or minimize inconvenience experienced by the passengers and make an effort to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a driver from making all scheduled pick-ups or completing the trip on time, the Contractor is expected to respond accordingly with a contingency plan. Contingencies might include “bumping up” driver trips assignments and/or dispatching replacement vehicles to cover late or “missed” trips in order to alleviate potential overcrowding which would otherwise result on trips scheduled to follow a missed trip. It may also include dispatching replacement vehicles from a staging area to reduce the time that passengers would otherwise spend waiting for the next trip. In the event of a disabled vehicle, it may involve diverting other buses to pick-up transferring passengers. Service disruptions or delays could include any of the following: an accident, mechanical failure, severe traffic back-up, detour or road closing, a driver’s failure to either report on-time or perform the assigned run, or improper training.
- e. **State, Regional or City-Wide Emergencies** – Upon declaration of any emergency by the Governor of Texas, the Mayor, or County Judge, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by the County as part of an Emergency Operations Transportation Services Plan. However, The County shall compensate the Contractor for service, which significantly exceeds the normal expense of operating the Service during such period of declared emergency.

- f. **Vehicle Breakdown** - The Contractor shall dispatch a spare vehicle in the event a vehicle is unable to complete its scheduled service. The maximum response time from the moment a trouble call is received until a substitute vehicle arrives shall not exceed 60 minutes. The County reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns. The failure to respond to a vehicle breakdown within the allotted time will subject the Contractor to liquidated damages outlined in this RFP.
- g. Contractor shall provide field supervisory personnel at strategic locations whenever emergencies or other non-recurring events affecting normal service take place.
- h. **Special Event Service** - The Contractor shall perform special services as authorized by County Commissioners Court. These services include but are not limited to seasonal routes, and special events assigned by the County. The Contractor shall make available to the County, the County's buses and operators for these special marketing and promotional activities. The Contractor shall bill the County for the total hours required for the special activities. Such activities may involve operation of the vehicle as well as stationary exhibitions.

The Contractor shall not supply vehicle service hours when they are not scheduled, as such hours will not be paid for by the County. Relief drivers are the responsibility of the Contractor and shall not disrupt the continuity of Service. If a major disruption in service occurs, the Contractor shall notify the County immediately. If the Contractor should be unable to provide alternative service, the County may then elect to secure the necessary services. Should the County elect to secure such service from other sources, the Contractor shall be liable for all such costs incurred.

County-Supplied Vehicles

The County provides all revenue vehicles (buses) necessary for the services. The twenty (20) to twenty-three (23) buses provided hold 16-18 passengers. Each vehicle incurs an average of 53,369 miles annually in performance of this contract. The table below lists the buses and current mileage. As there are five fixed routes, twelve buses will be in operation and the remaining eight to eleven buses are used as spare/back-ups.

The buses listed in the following table currently make up the County's Transit fleet. Individual vehicles may be removed from the fleet and additional vehicles added before commencement of the contract.

<b>YEAR</b>	<b>VIN</b>	<b>MAKE</b>	<b>MODEL</b>	<b>MILES</b>
2010	1644	Ford E 450	E- 450 Bus	371, 086
2010	1639	Ford E 450	E- 450 Bus	393,438
2010	1653	Ford E 450	E- 450 Bus	376,993
2010	1646	Ford E 450	E- 450 Bus	383,317
2010	1645	Ford E 450	E- 450 Bus	411,459
2010	1648	Ford E 450	E- 450 Bus	419,618
2010	1637	Ford E 450	E- 450 Bus	392,600
2015	9821	Ford E 450	E- 450 Bus	161,366
2015	9819	Ford E 450	E- 450 Bus	159,279
2015	9822	Ford E 450	E- 450 Bus	140,221
2015	4939	Ford E 450	E- 450 Bus	160,907
2015	4940	Ford E 450	E- 450 Bus	158,208
2015	9824	Ford E 450	E- 450 Bus	108,406
2015	9825	Ford E 450	E- 450 Bus	114,000
2015	9823	Ford E 450	E- 450 Bus	113,109
2017	1222	Ford E 450	E- 450 Bus	73,565
2017	5255	Ford E 450	E- 450 Bus	69,772
2017	5260	Ford E 450	E- 450 Bus	65,776
2017	5254	Ford E 450	E- 450 Bus	73,488
2017	1221	Ford E 450	E- 450 Bus	69,382
2018	6473	Ford E 450	E- 450 Bus	751
2018	6475	Ford E 450	E- 450 Bus	759

### Support Vehicles

The Contractor shall provide all support vehicles such as supervisor's and maintenance vehicles and bus operator relief cars. The Contractor may not use the County's revenue vehicles for support functions, without the express consent of the County. The Contractor will furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. Towing and road call services may be handled by contractual agreement with local firms.

### Radio Communication Equipment

The Contractor will be responsible for providing a two-way communication system on all revenue vehicles and any support vehicles. Contractor shall pay all related monthly charges and air time fees for the radio system. The system must allow for both vehicle- to-base and supervisor communication as well as multiple receiver/broadcast operation (i.e. two-way radio system or cellular phone system). The Contractor shall be responsible for maintaining the communication systems in all revenue and Contractor service vehicles, including provision of spare equipment. The Contractor will be responsible for maintaining base stations and antennas, and other in-house equipment used for dispatching. In addition, hand held mobile units shall be provided for all field/street supervisors and other personnel as needed.

### The Fare System

The County anticipates a fare system for the Commuter Bus Service of a \$1.50 one-way cash fare. No Sun Metro fare cards, passes or transfers will be accepted. The Contractor will be responsible for the proper administration of the fare structure. These vehicles are already equipped with non-registering drop-type fare boxes. Passengers will pay the Contractor with cash on each trip or present an El Paso County Monthly Pass. Drivers should only accept the cash amount due and not make change. On a weekly basis, the Contractor will submit all fare revenue to the County.

### Other Requirements

Compliance with Laws - The Contractor agrees to understand and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. The Contractor further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), Equal Employment Opportunity Act (EEOA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), Mass Transit Employee Protections (49 U.S.C. 5333 (b) and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

The Contractor shall not permit any vehicle to be used in violation of any federal, state or municipal laws, statutes, by-laws, rules or regulations, or contrary to the provisions of any applicable insurance policy.

The Contractor shall not permit any County vehicle to be used in violation of any rule or policy established by the County, or used for any purpose other than implementation of this contract.

### Commuter Bus Operations Facility

The Contractor shall make all preparations to begin operation of the Services by identifying, and securing operations facility within El Paso County. The location of the Operations Facility shall be approved by the County prior to execution of any purchase or lease agreement. All leasing or purchase expenses associated with procurement of the facility shall be included in the Price Proposal. The Contractor will be responsible for obtaining and complying with all required building, occupancy, and other governmental permits. All program operations, including securely storing buses overnight (bus yard) and on Sundays shall be done at the Operations Facility.

The Contractor has the choice of establishing their own vehicle maintenance facility to repair, clean, and service the buses, or by subcontracting out the vehicle maintenance services to a third party. Regardless of performing the maintenance services in-house or subcontracting out, the Contractor shall be responsible for all the following vehicle maintenance duties:

- a. The Contractor shall provide all inspection, repair, cleaning, and maintenance services for buses, support vehicles, office and computer equipment, software, communications equipment, and all other equipment as needed for the operation. Acceptable service standards shall be established by the County. The Contractor shall maintain and service buses and equipment in accordance with manufacturer's recommended procedures and standards customarily utilized in the transit industry with respect to similar mass transportation operations. The Contractor will develop and implement a formal plan for the maintenance of the buses. At the expiration of this Agreement, the Contractor shall return such equipment and materials to the County in a condition consistent with good preventive maintenance practices.
- b. All buses shall be subject to inspection and approval by the County. The County reserves the right to inspect the bus equipment and/or the records for maintenance of said equipment, at any time; such right to inspect shall include access to Contractor's facilities. All determinations by the County as to the appearance, cleanliness, and condition of a bus shall be final; however, the Contractor shall not be relieved of its duty to maintain the buses in sound and safe condition.
- c. The bus operations facility shall be equipped with all necessary ASE Certified mechanics and other personnel to adequately maintain and service the vehicles and other equipment owned by the County. The Contractor shall be responsible for the purchase of all parts, tools, and equipment required to maintain the equipment.
- d. The Contractor may provide bus maintenance by subcontract or through a private automotive repair shop authorized to perform auto repairs in the state of Texas. The maintenance facility, maintenance subcontractor or automotive repair shop must either have a hydraulic lift or the Contractor must provide a mobile lift capable of lifting the equipment it is assigned.
- e. The Contractor may choose to separately locate operating and maintenance facilities.

### Personnel and Program Administration

The Contractor shall coordinate, manage, and control all necessary program activities, which shall include but not be limited to:

- a. Operating all services to the levels and standards required as described in this RFP as well as any additional service added to this contract by the County;
- b. Providing drivers, maintenance, supervisory, and administrative personnel;
- c. Establishing all employment policies relative to Contractor's personnel;
- d. Establishing a complaint response policy;
- e. Providing a disaster recovery plan - A written disaster recovery plan to be used in the event of a fire or any other disaster. This disaster recovery plan should include off-site storage or backup information.
- f. Developing driver training and testing programs;
- g. Developing administrative, safety and security procedures, performance statistics, and financial records;
- h. Developing methods to maximize service efficiency and reliability;
- i. Performing or assisting County staff in carrying out operational planning, scheduling, blocking, run-cutting and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct the problem;
- j. Executing data collection and reporting services as requested;
- k. Attending any meetings as requested by the County;
- l. Implementing all federally required programs such as FTA Drug and Alcohol Testing and ADA Compliance.
- m. The Contractor shall provide an exclusive office telephone and telephone number for access by the public in English and Spanish to obtain route and schedule information for all routes. Phone access should be available Monday through Saturday between the hours of 7:00 a.m. and 5:30 p.m. A recording device shall also be provided to receive messages when the phone line is busy.

## GENERAL MANAGER

The Contractor shall employ and furnish a full-time qualified person to serve as a General Manager to supervise the total program required by the terms of this Agreement. The General Manager must be identified in the Proposal by providing his/her resume in the Proposal response. During the term of the contract, The County will have final approval of the General Manager and can withdraw approval of the General Manager at any time. The Contractor will have (90) ninety days from the date of notice to furnish a qualified successor General Manager acceptable to the County. Failure of the Contractor to provide a qualified replacement will constitute a default of the agreement. The General Manager must be available for an interview by County personnel.

The General Manager shall conduct the day to day operations of the Commuter Bus Program including but not limited to managing all staff, maintaining the financial books and records pertinent to the services outlined in this RFP in conformance to the standard accounting practices. The General Manager shall further provide guidance and oversee all operational activities, be responsible for the receipt, collection and deposit of all fare revenues received in

day to day operational activities of the program and ensure all vehicles and equipment are maintained according to their respective maintenance schedule, as directed by the County

The General Manager will oversee that the operations office is staffed and equipped so the communications, vehicle maintenance, correspondence, dispatching of vehicles, handling of complaints and other problems normally related to a program of mass transportation can be efficiently and effectively provided. The General Manager shall render and certify to the County full and complete monthly reports in a format provided by the County. The General Manager shall prepare operating budgets upon request of the County.

The General Manager shall maintain an office at the Operations Facility and shall be available to the County during regular working hours (Monday through Friday 8:00 AM to 5:00 PM). The General Manager must notify the County whenever they will be absent for longer than 72 hours. During the General Manager's absence, the Contractor shall designate a qualified individual to perform the General Manager duties.

Duties:

- The hiring and discipline of personnel;
- Training and scheduling of all regularly assigned project personnel;
- Arranging the assignment of backup personnel whenever necessary;
- Managing the performance of subcontractors per the terms of this RFP and subsequent agreement;
- Establish and maintain a system to collect and verify required operations data;
- Distribution and collection of operating reports;
- Daily monitoring and security of all fare collection proceeds;
- Developing procedures to ensure compliance with all service standards
- Preparation of monthly operations data reports;
- Maintenance of project accounts;
- Preparation of a monthly invoice;
- Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner;
- Accident review and analysis and reviews for accident culpability;
- Provide both on-line supervision and management of the project's accounts and operating records;
- Managing a vehicle preventative maintenance program to ensure a state of good repair and overseeing all required vehicle repairs.

**SUPERVISORY STAFF**

The Contractor shall include in their Proposal the resumes of additional supervisory staff (e.g., Manager of Operations, Manager or subcontractor of Maintenance) that shall play critical roles in the provision of the Service.



## PERSONNEL

The Contractor shall conduct pre-employment Department of Motor Vehicle (DMV) checks of all personnel, independent Contractors or subcontractor employees hired for service and shall check DMV records at least every six (6) months for accidents, tickets for vehicle code violations, and review for valid driver's licenses of its employees whose job requires them to operate vehicles for this project. The Contractor will make all driver records available upon request from the County.

Employees who normally and regularly come into direct contact with the public and/or the County shall be clearly identifiable by company picture identification cards.

The Contractor shall assure that its employees serve the public and the County in a courteous, helpful and impartial manner. All employees of the Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Contractor.

In the event a report is received alleging an employee(s) of the Contractor was discriminatory, discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Contractor shall submit a written report to the County program manager outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and the results of any investigation and what disciplinary action, if any, was taken.

## WAGES AND POLICIES

The Contractor shall pay the wages and provide benefits for its employees, and shall cause the withholdings to be made as required in the performance of this contract. Without any additional expense to the County, the Contractor shall comply with all applicable Federal, State and local employment laws including the Mass Transit Employee Protections of 49 U.S.C. 5333(b) and the requirements of employee liability, worker's compensation, unemployment insurance, social security and any other current and future legal requirements. The Contractor shall hold the County harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

## 13C AGREEMENT

The County will not become a signatory party to any Transit Employee Agreement between Contractors and organized labor units, pursuant to 490SC Section 5333(B) (Section 13C Provision of the Urban Mass Transportation Act of 1964).

## SUBSTANCE ABUSE TESTING

The Contractor shall implement a written Drug and Alcohol Testing program that is in compliance with the most current Federal Transit Administration Regulations Drug and Alcohol Testing Regulations found at 49 CFR Parts 655. This Program must be submitted and approved by the County prior to implementation of the final Contract. This includes maintaining written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy. The following types of tests must be included in the Contractor's program:

- Pre- Employment;
- Post- Accident;
- Random;
- Reasonable suspicion;
- Return to Duty;
- Follow-Up;

The program shall identify specific contact people, testing centers, and resources. The Contractor's Policy shall not contradict any requirements of the County's Drug and Alcohol Testing Policy.

The Contractor shall maintain records to document compliance with the FTA's Drug and Alcohol testing requirements, by making use of the most recently approved U.S. DOT Drug Testing Custody and Control and the U.S. DOT Alcohol Testing Form (OMB No. 2105-0529) forms.

DAMIS Report Submission – No later than January 31 of each calendar year, the Contractor shall submit a properly completed FTA Drug and Alcohol Management Information System annual report summarizing the drug test results from the previous calendar year. This form, FTA-OH-26-0001-94-1, is available upon request. The Contractor must fill out separate DAMIS Report forms for each subcontractor as well.

- a. **Proper Licensing** – The Contractor must secure the services of a Department of Health and Human Resources certified Testing Laboratory and use an Evidential Breath Testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Contractor's Medical Review Officer (MRO), Breath Alcohol Technician (BAT), and Substance Abuse Professional (SAP) must all be properly certified and licensed according to 49 CFR Parts 655. Prior to the beginning of this Contract, the successful Contractor shall submit copies of all required licenses and certifications for these individuals, labs, and devices to the County. At any time should any of the individuals or firms listed above be changed, the Contractor shall notify the County within 72 hours.
- b. **Confidentiality** – To the extent permitted by law, the County shall have access to test results and other documentation to which the Contractor's General Manager has access. The County shall have access to the names of the Testing Laboratory, Medical Review Officer (MRO), Breath Alcohol Technician (BAT), and Substance Abuse Professional (SAP).

#### REMOVAL/REASSIGNMENTS/ABSENCES

The County shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor. The County must be notified of new hires or reassignments of project personnel. Further, the County must be notified of all extended absences of project personnel and any position vacancies of more than one week. The Contractor is required to fully staff those positions proposed in its submittal.

## VEHICLE OPERATORS

Vehicle operators must be trained in all operational procedures relating to the service. Training must include serving the public in a helpful and courteous manner. Operators (drivers) shall operate vehicles with due regard for the safety, security, comfort, and convenience of passengers and the general public.

The drivers must meet or exceed the following standards to perform under this program:

- a. Vehicle operators must have and maintain a valid Commercial Driver's License (CDL) with passenger endorsement: Class B CDL with a P (passenger) endorsement.
  1. No more than one moving violation for each year of the last five (5) years prior to application for this program;
  2. If license has ever been suspended, applicant must have two full years with no violations; and
  3. Under no condition will an applicant be accepted as a driver for this program if (1) they have been convicted of a felony; or (2) have been convicted of any drug or alcohol offense even if evidence of rehabilitation is presented (e.g. driving while under the influence).
- b. Each operator must submit to a medical examination by a licensed medical professional to identify any medical condition that may impair the operator's ability to safely operate a vehicle every two years from the startup of service. Each operator medical report shall be provided to the Contractor and maintained by the contractor for the term of the contract and for a period of three years following final payment under the contract.
- c. Operator shall not be under the influence of alcohol, controlled substances, or prescription medication that impairs their ability to safely perform the services. Any drug testing and surveillance efforts on the part of the Contractor shall be explained to vehicle operators.
- d. Operators shall report any DUI arrest that does not occur in the workplace to the Contractor before returning to work. Contractor shall prohibit operator reporting a DUI from resuming vehicle operation or safety related duties until arrest is resolved. Convictions of DUI shall result in operator termination or re-assignment to non-operator or non-safety related duties. Contractor shall report Operator DUI's to County Transit Staff and County Purchasing Agent within on working day of Operator report.
- e. Operator shall not be subject to outstanding warrants for arrest.
- f. Operator shall be able to read, write, and speak English.
- g. Operator shall be able to count money and understand the County's fare structure.
- h. Operator shall have the ability to learn the routes and service area. Drivers must be supplied with appropriate, up-to-date street maps or GPS devices.
- i. Operator shall be responsible for knowledge of the service system design and service standards.
- j. Operator shall be sensitive to passenger needs.

- k. Operator shall be able to handle complaints and problems as required. Personnel must also report all passenger complaints and operational problems to the County's program manager within twenty-four (24) hours of discovery.
- l. Operator shall maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.
- m. Operators shall not be permitted to take the County's buses home or to a residential area for the purposes of overnight parking.

Please note that the Contractor's ability to attract and retain an adequate number of qualified vehicle operators is essential to the continuation of this contract. An inadequate driver workforce results in excessive missed trips, late trips, under-trained operators, and work coverage by supervisors and other management personnel. FAILURE ON THE PART OF THE CONTRACTOR TO MAINTAIN AN ADEQUATE AND APPROPRIATE VEHICLE OPERATOR WORKFORCE SHALL MEET WITH STRICT ENFORCEMENT OF LIQUIDATED DAMAGES FOR POOR PERFORMANCE.

#### VEHICLE MAINTENANCE PERSONNEL

The following standards shall apply to the Contractor's vehicle maintenance personnel or if sub-contracted, the subcontractor's personnel:

Supervisory technicians shall have Automotive Service Excellence (ASE) technician certification.

Repair work on wheelchair-lifts must be performed by an authorized dealer of the specific wheelchair-lift manufacturer or a company approved by the County with personnel knowledgeable in servicing wheelchair-lift mechanisms. The County reserves the right to approve or reject a subcontractor relationship for the maintenance of its equipment.

#### EMPLOYEE TRAINING

- All Contractor employee training programs will be approved as to scope by the County prior to implementation.
- Operator personnel shall receive training in vehicle orientation, safe bus operation, passenger relations, fare collection, route and schedule orientation, and on-time performance prior to permitting any driver to operate any bus in revenue service.
- The Contractor will re-train drivers in the event of any changes in service, safety program, fares, operating environment or unsatisfactory performance during the term of the contract.
- The Contractor shall provide an ongoing safety program to ensure a safe operating environment. On-going training in support of safe operations shall be an essential component of the operator's training program and all operators shall be subject to review based on their performance record.
- Contractor must provide its drivers with customer relations/sensitivity training.
- Operator personnel shall complete the Passenger Assistance Techniques (PAT) or equivalent training course. The Contractor's training personnel may be certified to conduct such training. This training should include understanding how to best deal with riders who are physically or mentally challenged.

## OPERATIONS ADMINISTRATION

- 1) All bus operators must wear a shirt identifying the County as the Sponsor of the service. The shirt will be provided by the Contractor and will be selected upon mutual agreement of the County and the Contractor. At all times while performing their duties on the route, vehicle operators must maintain a clean and neat appearance.
- 2) All operators must display a picture identification badge identifying the County and the bus operator by name. Badges must be visible to passengers.
- 3) Drivers shall perform a pre-trip inspection of their vehicle prior to the beginning of the service shift.
- 4) Drivers must stop at every route stop on the schedule and at other safe locations when flagged-down by a passenger.
- 5) Drivers must call out each route stop to the passengers and call out other locations when requested by passengers on the bus in accordance with ADA regulations.
- 6) Drivers must be prepared to operate the Wheelchair Lift and to assist any person in need of assistance onto the bus at any stop. Wheel chair lift shall be part of the driver's pre-trip inspection.
- 7) Statistical Counts and Counting Devices - Bus operating personnel shall make manual and automated counts on their buses that the County shall deem necessary. Such statistics may be passenger counts by fare category; notations of boarding and alighting locations or changes in trip manifest information. These counts may be by observation and recorded manually, through the use of manually operated counting devices. The County will provide training to the Contractor's designated supervisory and/or instructional personnel. The Contractor shall provide this training to all of its affected bus operators, mechanics and other personnel that use or repair the equipment. Such statistical data, whether manually or electronically collected and/or recorded shall be made available to the County daily and/or as otherwise specified. Such information shall be formatted as specified by the County.

Currently, the County uses the following method to ensure compliance with this requirement: The Contractor provides the number of passengers on each morning and afternoon trip for each day of service. Each passenger is issued a numbered ticket. Drivers are issued these tickets when they begin their run and turn in the remaining tickets when they have completed their run. The starting ticket number and ending ticket number are recorded and this information is forwarded to the County Auditor's office twice a month. The tickets utilized must then match the fares collected which are reimbursed to the County every two weeks.

The County will consider any changes or improvements to this counting method as proposed by the Contractor.

- 8) El Paso County may periodically conduct passenger surveys as documentation of services or for other purposes. These surveys will be administered by drivers, staff or other authorized representatives of the County. It is the responsibility of the Contractor to ensure the cooperation of all personnel pertaining to survey work, including the

distribution of survey questionnaires and other such tasks.

- 9) The County is responsible for all advertising, media, and marketing information. Other than the County name and emblems, there shall be no advertising, marketing, or similar information or signs on any County buses. Other than County information, bus timetables and maps, Contractor may not distribute any advertising, marketing information or similar to passengers or otherwise use the bus for advertising or marketing purposes.

As directed by the County, the Contractor shall place any and all advertising signs and literature, timetables, and maps on buses. Contractor shall remove said advertising material on designated removal dates as indicated.

- 10) The County may, from time-to-time, call upon the Contractor to assist in delivering schedules and route map materials to designated locations when drivers or supervisors will be passing these locations in close proximity to the routes.
- 11) Fares and Fare Collection - The County establishes all fare structures, policies, promotions, and discounts. While the current program is cash only and monthly passes, in the future the County may institute additional forms of multi-ride tickets or other cash fare alternatives of fare collection technologies. The Contractor shall comply with the County's fare policy. Vehicle drivers or other authorized personnel will collect from all passengers on each bus the amount of fare (money or tickets) in accordance with County fare policy. Riders are required to provide the exact fare. No change shall be given. Drivers shall record required information regarding the use of promotional fare.

The Contractor shall ensure that the amount of fares collected is consistent with the number of passengers utilizing the bus services.

The Contractor shall maintain the security of such fare boxes and associated revenue collection system. This shall include all maintenance required on the fare boxes to insure optimal functioning.

Significant discrepancies between the number of reported passengers and the revenue collected shall constitute improper monthly reporting and is subject to liquidated damages outlined in this RFP and subsequent agreement. Should there be any discrepancies between actual count and data count and an investigation proves failure to adequately protect the County's revenues, then the Contractor is responsible for reimbursement to the County for lost fares.

- 12) Revenue Handling Plan

The Contractor shall establish a revenue handling plan that includes the following elements:

- a. All cash, tickets must be stored in secure areas.
- b. The revenue room or any other area where the Contractor is handling fares shall be subject to random inspections by County staff and/or external auditors.
- c. Perform weekly written reconciliations of revenue collected with ridership

information. The format of the reconciliations must be reviewed and approved by the County.

- d. The Contractor shall forward a check to the County totaling all the collected fare box revenues for the preceding week by Wednesday of the following week.
- e. On a monthly basis, Contractor shall submit the revenue reconciliation reports to the County Auditor's Office. A copy of the revenue reconciliation report must accompany the monthly invoice.

### 13) Vehicle Maintenance

- a. The Contractor shall provide all maintenance and repairs for vehicles in this program which shall include but not limited to labor, parts, supplies, lubricants, tires, and cleaning interior and exterior of buses.
- b. All buses, parts, and equipment mounted in or on the vehicles shall be safe for operation on public streets and freeways and meet all requirements in the Federal and State Motor Vehicle Safety Standards for a bus.
- c. Wheelchair lifts - The Contractor shall ensure that all vehicles currently in service have operating wheelchair lifts to safely load and unload wheelchair passengers.
- d. Bus Cleaning:

**Vehicle Exteriors** - The exteriors shall be washed every week unless circumstances warrant a more frequent service. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime and graffiti. The Contractor shall remove all graffiti from the exterior and interior of the vehicles as soon as it is found or as soon as it is practical at the end of the day or before it goes in service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. If graffiti is etched or scratched into the surface of the glass, that piece of glass must be replaced as soon as possible. Replacement shall take no longer than one (1) week unless parts are unavailable.

**Vehicle Interiors** - Once daily, but more often as needed, interiors shall be swept, cleaned of trash, dusted and spot-mopped. Newspapers and litter shall be removed after each run. Weekly, each vehicle shall be cleaned which includes, but is not limited to ceiling, walls, floors, seats, driver area and dash, ancillary equipment, and windows. The Contractor shall use appropriate upholstery cleaner to clean seats.

**Interior Pest and Odor Control** - The interior passenger compartment of each vehicle shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products, pest control products, and exhaust fumes emitted by the engine of such vehicle. The Contractor is expressly prohibited from using any pest control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and driver of such vehicle.

**Unclean Buses** - Any vehicle found by the County to not be in compliance with these vehicle appearance provisions will be removed from service immediately without limiting the Contractor's service obligations. In addition, the Contractor shall be subject to the liquidated damage provisions concerning vehicle appearance and/or deficient vehicle condition. Once all required actions have been completed by the Contractor to correct any deficiencies found within this provision, the County must inspect and approve prior to placing back into service.

- e. Each vehicle is required to be inspected annually as per regulations of the Texas Department of Transportation (TxDOT) and Texas Department of Motor Vehicles. The County shall be notified of inspections performed by any other governmental agency other than the County. The results of those inspections shall be transmitted to the County, and any applicable signed certification shall be displayed or carried on the vehicles. If a regulatory agency revokes the permits to operate the vehicles as a result of unsatisfactory inspection ratings, the buses shall not operate and liquidated damages will be applied.
- f. Within 30 days of award, the Contractor shall establish a Preventative Maintenance (PM) Plan and shall submit to the County a complete and comprehensive preventative maintenance program for buses, including: oil changes, fluid level maintenance or replacement, belt and hose replacement, tire rotation, heating, ventilation and air conditioning systems that meets or exceeds the manufacturer's recommended or specified PM program.
- g. At a minimum, vehicle heating systems shall be operable between October 15th and April 1<sup>st</sup>. During winter service operation, the measured temperature anywhere within the interior of the coach will not be less than 65 degrees F.
- h. At a minimum, vehicle air-conditioning systems shall be operable between April 2nd and October 14th. During summer service operation, the interior vehicle temperature shall be no greater than the higher of either 75 degrees F or 20 degrees below the ambient temperature (i.e., 100 degree ambient temperature = 80 degrees in the bus). No revenue vehicle shall be operated in revenue service without a properly functioning heating or air-conditioning system.
- i. Bus Decals and Paint - Any needed decals or paint after the start of the contract will be the responsibility of the Contractor. All buses in Revenue Service must have the appropriate decals, paint, and the County's insignia approved by the County prior to any vehicle going into service.
- j. If any vehicle cannot be used to perform services due to physical damage or needed repairs it will be the responsibility of the Contractor to use the 3 spare buses in the County's fleet.
- k. The County shall be entitled, at all times, to conduct inspections of any bus in order to determine compliance with the above provisions. Upon request by the County, the Contractor shall immediately remove from operation any bus which is determined to not be in compliance and shall repair, clean or take any other



actions reasonably requested in order to bring the bus into compliance.

- i. Permit and Fee Structure - All drivers and vehicles operating in the State of Texas may be subject to State fees, which shall be included in the Contractor's base price. Other vehicle licensing fees from other governmental entities for vehicles operated in this service will also be paid for by the Contractor. All vehicles must have applicable vehicle permits, County decals or paint scheme. The Contractor must also obtain and maintain all applicable City, County, and State business licenses for the life of the contract.
- m. Vehicle Damage - The Contractor shall repair as required all vehicle damage that occurs through the performance of this Contract. Repairs of any significant damage shall be instituted prior to return to service in a reasonable time. All repairs made relative to vehicle damage shall be performed by competent repair facilities capable of restoring the damaged vehicles back to their original configuration, appearance, and structural integrity. All vehicle damage repair in excess of \$1,000 should be photographed and reported to the County prior to initiating the repair.
- n. Fuel – The Contractor shall supply all fuel for buses, including CNG, at the Contractor's site or off-site locations. The cost for fuel shall be included in the Proposer's "Hourly rate". The County shall not pay for, nor reimburse the Contractor for fuel purchased other than the procedure described below:

#### ESCALATION/DE-ESCALATION OF UNLEADED GASOLINE (REVENUE VEHICLES).

- a. If the price for unleaded RFG gasoline fluctuates plus (+) or minus (-) \$0.25 from the stated price for unleaded RFG gasoline as stipulated in the Oil Price Information Service (OPIS), PADD 3, Average price for El Paso, Texas effective on the date set for receipt of proposals, then the difference between the cost per gallon shall be multiplied by the actual number of gallons used in the transportation service for each month. The calculation for adjustments shall be made every six months. The OPIS is published weekly by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852-3030. Such fuel costs shall be the base rate from which fuel cost adjustments may be made.
- b. Escalation/De-escalation adjustments for unleaded RFG gasoline shall be made each month, with the first adjustment being effective on the first day of the contract service. The first adjustment will be predicated on the OPIS issue published for the Monday immediately preceding the commencement of contract service. All subsequent adjustments will be predicated on the OPIS issue published on the first Monday of each month thereafter.
- c. The Contractor agrees to submit such documentation of fuel usage as the County may require, including copies of receipts, charge slips, fuel supplier or vendor names and addresses, vehicular mileage figures, and test confirming quality of fuel equal to that required by this contract, and other data which may substantiate the use of appropriate fuel. The County will not be obligated to make any fuel cost adjustments absent such documentation. The County reserves the right to

calculate and determine exact increase or decrease adjustment based on such documentation and other data developed or gathered. The Contractor covenants that it will, to the maximum extent practicable, obtain fuel at the lowest price available, and agrees that the County may require certification by the Contractor of its fuel usage on each invoice submitted.

- 14) Facility Maintenance - The Contractor shall maintain the interior and exterior of its facilities, including kitchens, bathrooms, and lounges in neat and clean conditions, free of trash and debris at all times. This includes the employee parking areas, bus yard and all other areas clean and clear of debris. The Contractor is completely responsible for all custodial trash removal and waste handling. All floors shall be swept once a day and oil spills shall be cleaned immediately.
- 15) Modification and Repair of Bus Destination Signs - In the event of route changes that affect the destination sign readings, the County will specify the change in writing and the Contractor will revise the destination sign to reflect that change. The Contractor shall perform any required maintenance to ensure constant display of all revenue vehicle destination signs.

#### RECORDKEEPING AND REPORTING

The Contractor shall maintain all project records as requested by the County in approved formats. All project records prepared by the Contractor shall be owned by the County and shall be made available to the County upon request, at no additional charge.

The Contractor shall maintain all records for the period of three (3) years following final payment. In addition to hard copies, records will be available in a format that is compatible with PC operating systems and Microsoft Word and Microsoft Excel. The Contractor shall supply all needed computer equipment, and peripherals and shall use software compatible with that used by the County.

#### FINANCIAL RECORDS

The Contractor shall establish and maintain within a separate account all project expenditures and any other relevant financial records or documents. The Contractor must conform to the Federal Transit Administration (FTA) Uniform System of Accounts.

#### INVOICES

The General Manager shall submit monthly invoices to the County within ten (10) calendar days of the following month for services rendered during the reporting period. Vehicle Revenue Hours for services shall be shown separately on the invoice. The Contractor must also provide a monthly mileage and fuel usage statistics by vehicle. Payments shall be received approximately thirty (30) days following approval of invoice. All invoices and related records are subject to audit by the County or representatives of other funding partners.

## MANAGEMENT INFORMATION SYSTEM (MIS)

The Contractor shall provide a computer containing a current and relevant MIS database. The MIS will serve as a database for both the County and the Contractor to monitor and evaluate the productivity of the service. The Contractor's key management personnel and subcontractors shall be required to have e-mail and electronic file transmission capabilities for communication with the County at all times.

The following is a listing of required and submittal dates. Since some overlap exists between required data elements, the Contractor should exercise economy wherever possible by maintaining a single database from which various report data is extracted.

- a. **Daily Operations Report:** No later than 3:00 p.m. on the following business day, the Contractor shall submit a Daily Operations Report in a format approved by the County. This report shall summarize the previous day's operations activities including a weather report, driver reporting, identified missed trips, road calls, additional/added miles and hours, number of vehicles in preventative maintenance status, number of on-time trips monitored, number of complaints/compliments received, traffic conditions, vehicle accidents/incidents, personnel levels, and driver training status. All unusual circumstances regarding the daily operations should be noted on this form. Identifying a missed trip on this form shall constitute a proper report of such error and avoid the "Non-Reporting" liquidated damage amount.
- b. **Monthly Report:** Key monthly operating statistics (revenue hours and miles, vehicle hours and miles, ridership, complaints, major and other mechanical failures, fleet statistics, and route revenue) must be included in the monthly report. The monthly report shall be submitted in a format approved by the County no later than the fifteenth (15<sup>th</sup>) day of the following month. In the event the 15<sup>th</sup> is a Saturday, Sunday or Holiday, the report must be submitted on the following business day by 3:00 p.m.
- c. **Operator Reports:** The Contractor shall require the driver of each bus to collect data and prepare a daily report to provide all necessary information to update the MIS database. The Contractor shall at all times maintain such reports.
- d. **Performance Reports:** The Contractor shall from time-to-time be requested to prepare and deliver bus service performance reports and other data in addition to or as a substitute for the data required to be reported as part of the MIS submissions.

## PASSENGER COMPLAINTS

- a. **Complaints Received By The Contractor:** The Contractor's employees may receive complaints from time to time, and will be the principal recipient of customer inquiries or complaints on the buses. All Contractors' employees shall document operational problems or passenger complaints using a form to be approved by the County. Comments shall be transmitted to the County within forty-eight (48) hours of the complaint via e-mail or fax. Failure to submit complaints will subject the Contractor to liquidated damages outlined in this RFP.
- b. **Complaints Received By the County:** Comments/complaints received by the County will be forwarded by paper copies to the Contractor for investigation and response either via e-mail or fax. The Contractor shall maintain a computerized tracking mechanism to

follow these complaints through the investigation process and follow-up to the County. Within three (3) working days of receiving a documented customer comment, the Contractor shall provide the County with all required information regarding the bus operator's name, bus number, and location. The Contractor will provide a written response to the comment noting any personnel actions such as discipline or retraining that will occur. The County places great importance upon the timely and thorough resolution of passenger complaints. The Contractor will be required to attach the same significance to each passenger complaint.

## VEHICLE RECORDS

The Contractor shall maintain a complete vehicle history of every vehicle provided within this program. The fleet maintenance system shall be automated and be part of the Contractor's electronic MIS report. The Contractor shall maintain an individual file for each revenue vehicle, to include by date of action, all preventive and repair maintenance functions including: warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and any other pertinent maintenance data. Paper and electronic versions of these files shall be organized by vehicle number. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall make available complete copies of

all vehicle files to the County at the end of the contract. The Contractor shall submit a summarized vehicle maintenance report by the fifteenth (15<sup>th</sup>) of each month. The report shall be in a form mutually agreed to by both parties.

## VEHICLE DEFECT REPORTS

The Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to drivers and staff on all vehicles operated under this contract. A vehicle defect report shall be completed daily on each vehicle prior to service and after service and filed chronologically by vehicle number. The vehicle defect reports shall be kept on file for the duration of the Contract term and copies of all defect reports shall be made available to the County by request and upon completion of the Contract.

## ACCIDENT/INCIDENT REPORT

The Contractor shall notify the County regarding any and all disruptions in Service provision, including but not limited to vehicle breakdowns, detours, accidents, delays, and missed runs. Notification must be made both by telephone within 1 hour and in writing within twenty-four (24) hours on an approved County accident or incident form.

Accident/incidents include:

- Collisions between a County vehicle and another vehicle, person or object;
- Single vehicle accidents or incidents;
- Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle; disturbances, fainting, sickness, deaths or assaults;
- Accidents the bus driver witnesses;
- Vandalism to the vehicle while in service;

- Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Contractor or the County;
- Any passenger, driver, supervisor, and service complaint that arises from an accident;
- Accidents or incidents that occur at the operating facility.

If the accident/incident involves injuries or extensive property damage, the County shall be notified immediately;

Failure to adhere to the above conditions will subject the Contractor to liquidated damages as outlined in this RFP.

#### OTHER REPORTS & LOGS

In addition to the above mentioned formal reports, the Contractor shall keep up-to-date and accurate records of the following (at a minimum):

- a. Driver pre-trip inspection logs;
- b. Daily dispatcher report;
- c. Daily driver logs by run;
- d. Daily road call reports;
- e. Fare box information by driver run by day;
- f. Records for bus operating personnel as required to meet USDOT Commercial Driver Regulations; and
- g. Other information as deemed appropriate.

This information need not be submitted to the County on a regular basis, unless otherwise directed. However, such records shall be made available to the County upon request.

#### QUARTERLY AND ANNUAL REPORTS

The Contractor shall assist County staff in compilation and submission of the quarterly and annual reports, due to TxDOT during the course of the year. Backup documentation from the Contractor shall be provided immediately upon request and the County insists upon ensuring its accuracy.

#### LIQUIDATED DAMAGES

Should the Contractor fail or delay to provide any services, deliveries, or corrections to previously-completed work, in accordance with their Proposal submission and the requirements of the Contract, such failure and delay may necessitate the expenditure of additional monies by the County for continuing the work of the contract and finding an alternate remedy. Because the resulting injury to the County may be difficult to quantify, the Contractor shall be assessed liquidated damages of an amount not to exceed \$1,000.00 per business day, from the date of notification by the County to the Contractor of its intent to impose such damages. Liquidated damages amounts shall be deducted from monies owed the Contractor, and the parties agree that such amounts are reasonable and do not constitute a penalty. Damage assessments for the operator are the following:

Description	Assessment
Early Trip- If bus departs in advance of the scheduled departure time	\$200 per occurrence
Late Trip – Bus departs more than 5 minutes; but less than 15 minutes after scheduled departure time.	\$25 per occurrence
Late Trip – Bus departs more than 15 minutes after scheduled departure time.	\$50 per occurrence
Incomplete Trip – If a service trip is not complete in its entirety.	\$150 per occurrence
Missed Trip – If the Contractor fails to operate a trip. Missed trips also include interlined, passed, or combined trips. If a service trip departs later than next scheduled departure, at any location along a route it shall also be deemed a missed trip.	\$200 per occurrence

Description	Assessment
Failure to Report a Missed Trip - If the Contractor fails to report any Missed Trips on the Daily Operations Report submitted to the County.	Above amounts are doubled.
Vehicle Breakdown - If a replacement vehicle is not provided within 2 hours of a reported breakdown. Service revenue vehicle hours not completed will also be deducted.	\$200 per occurrence
Driver out of Uniform - Shirt, badge. Grooming not compliant with Policy.	\$50 per occurrence
Collecting Correct Fares - If any Contractor employee fails to collect the correct fare or does not correctly record the fare collected. Liquidated damages for incorrect fare collection may only be invoked on the second or later documented occurrence with any one (1) operator.	\$50 per occurrence
Proper Destination Signs - Failing to show the proper vehicle message sign(s), including front and side signs.	\$100 per occurrence
Driver unsafe operation of vehicles	\$300 per occurrence
Incidents, unauthorized usage of hand held communications devices. Red light and other traffic violations by operators.	\$100 per occurrence
Notice/ Rider Alert Distribution Posting - Failure to post the County's notices in highly visible places and distribute such notices to each boarding passenger.	\$25 per occurrence
Driver Training/Records - If the Contractor uses inadequately or improperly trained vehicle operators in revenue Service (except during training when accompanied by a supervisor or trainer).	\$200 per occurrence
Failure to initially check or monitor vehicle operators' driving records or using vehicle operators with unacceptable driving records in revenue service.	\$200 per occurrence
Inadequate Management / Administrative Staffing - The Contractor is responsible for maintaining key administrative personnel positions filled and to notify the COUNTY of any absences or vacancies. Failure to have key personnel on staff at least two (2) weeks prior to the first day of Service of the project, or failure to replace vacancies in key personnel within sixty (60) days with approved replacements.	1.5 times the daily prorated amount of that position's salary and fringe benefits from current moneys owed to the Contractor.

Description	Assessment
Telephone Route and Scheduling Information – The Contractor fails to provide an exclusive telephone and telephone number, a message–recording device or adequate personnel to communicate in English and Spanish with the public concerning all County routes.	\$100 per day
Late / Inaccurate Reports - If the Contractor fails to comply with the County’s reporting requirements either by submitting reports after the due date and time or by submitting inaccurate reports.,	\$50 for each day the report is overdue.
Accident / Incident Reporting - If Contractor fails to report an accident or incident according to the County’s requirements	\$50 for the 1st occurrence, \$100 for the 2nd occurrence \$200 for each occurrence thereafter
Complaint/ Customer Comment Reporting - If the Contractor fails to maintain the required <u>Passenger Comment Database</u> , or if the Contractor fails to report customer comments to the County.	\$50 for the first occurrence, \$100 for the 2nd and subsequent occurrences.
<b>The following events shall be assessed upon observation of a vehicle maintenance infraction by County personnel, two (2) verifiable passenger complaints, or from a regulatory/inspection agency:</b>	
Description	Assessment
Vehicle Cleaning - If any bus fails to comply with the requirements regarding vehicle cleaning.	\$100 per occurrence.
Preventative Maintenance Intervals - Failure to complete vehicle preventive maintenance at the approved intervals.	\$200 per occurrence and \$50 per day the maintenance is overdue.
Vehicles Taken out of service - If any Service vehicle is shut down as a result of a failed inspection by any regulatory agency, the County or an agent of the County acting on our behalf.	\$300 per day per vehicle during the shutdown.
If the Texas Department of Public Safety, TxDOT or other regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the buses shall not operate.	\$300 per vehicle per day until a satisfactory inspection report is obtained.
Deficient vehicle condition - In the event any revenue vehicle is rejected temporarily by the County as a result of deficient vehicle condition or appearance.	\$200/day/vehicle until the condition is satisfactory to the County.
Heating and air conditioning performance - If a vehicle is reported to operate without heating or air conditioning or is otherwise in violation of the heating and air conditioning standards.	\$100 per incident.

Description	Assessment
Vehicle records - Failure of the Contractor to maintain a complete and up to date vehicle file.	\$50 each day the records are not available or updated.
Safety Related Items – a) Vehicles inspected by the County or its agent which are found to have serious safety defects shall result in that vehicle being pulled out of Service immediately. b) If that vehicle is found in Service with the same problem or the same problem is found at the next inspection by the County.	a) \$300 per vehicle. b) \$500 for the second offense and each occurrence thereafter.
Wheelchair lifts – a) The Contractor shall ensure that all vehicles in service have operating wheelchair lifts to safely load and unload wheelchair passengers. Failure to provide working wheelchair lift. b) Failure to cycle a wheelchair-lift as part of each vehicle’s pre-trip inspection.	a) \$300 per occurrence. b) \$100 per occurrence.
Graffiti - Failure to remove graffiti from vehicles according to the County’s standards, whether interior or exterior.	\$100 per occurrence.

Waiving Damages – The County reserves the right to waive the imposition of liquidated damages at its discretion. Waiver or failure to assess liquidated damages in any circumstance does not negate or abridge the County’s right to assess such damages in the future for the same infraction or infractions of the Contract for which the County previously waived or failed to assess such damages. This provision shall not abridge or affect any other remedy, which the County may have for any damages, which the County may incur in consequence of the failure of the Contractor to perform in accordance with contract specifications.

#### TRANSITION SERVICES AT END OF CONTRACT

Prior to termination or expiration of this Agreement, the Contractor shall cooperate with the County to assist with the orderly transfer of the services, functions and operations provided by the Contractor hereunder to another provider or to the County. Transition Services may include but shall not be limited to the following:

- (a) Pre-Migration Services.
  - i. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
  - ii. Notifying all affected Contractors and subcontractors of the Contractor.
- (b) Migration Services.
  - i. Performing the Transition Service Plan activities.
- (c) Throughout Process and Post-Migration Services.
  - i. Answering questions regarding the services on an as-needed basis; and
  - ii. Providing such other reasonable services needed to effectuate an orderly transition



to a new Contractor.

**Access** - The Contractor shall provide the County and any new Contractor reasonable access to the operating facility and the County revenue vehicles.

**Data** - The Contractor shall share (to the extent permitted by law) with the new Contractor wage, benefit, employee records and other relevant information relating to any Contractor employees who at any time engaged in providing the County Services.

**Documents** - The Contractor shall provide the County and the new Contractor copies of all leases, permits, licenses, and other relevant documents.

**Substance Testing** - The Contractor shall provide the County with all documents pertaining to FTA Drug and Alcohol requirements including a completed FTA Drug and Alcohol summary MIS report for its period of operations on the FTA form FTA-OH-26- 0001-94-1, or subsequent revision.

**Maintenance** - The Contractor shall provide the County all records associated with the Contract including all FTA required maintenance documentation.

**Record Retention** - The Contractor shall retain all records associated with this project (not given to the County) at the transition in its possession for a minimum of three (3) years.

Table of Contents:

Executive Summary:

A brief highlighting of the Contractor's Proposal submission. The Offeror shall provide a statement explaining why the company would be most qualified to handle this account, including mention of any past experiences in service to transit organizations and other public agencies. The Offeror shall also provide a statement of its independence from any direct affiliation with the County. The summary is also the Offeror's opportunity to identify any exceptions being taken to any of the RFP requirements or attachments.

NOTE: Offeror exceptions to terms and conditions of this RFP and attachments may result in having the Offeror's Proposal deemed unacceptable or classified as not reasonably suitable for an award. If a prospective Contractor takes no exceptions, the Executive Summary should specifically so state.

Response to Statement of Work Requirements:

This is the heart of the Proposal, where, in a concise manner, the Offeror shall address ALL of the work requirements stated in the Scope of Work and detail how the Offeror's Proposal will meet or exceed those requirements. The response shall also include the following required items:

Staffing Identify the General Manager, Manager of Operations, Manager of Maintenance. The Offeror shall provide a short summary of the professional experience (and certifications, licenses, etc.) and achievements of each individual assigned to the Contract.

Also provide a list all other proposed staff for the project. Such positions may include: Drivers, Street Supervisors, Dispatchers, Lead Mechanic, Mechanics, Fleet Servicing Attendants, and Administrative/Clerical. State number of employees per position and their basic job duties.

- Number and type of support vehicles to be used in this service
- Estimated time to respond to a vehicle breakdown and put a replacement vehicle in service
- Vehicle maintenance plan
- Drug & Alcohol Testing policy
- USDOT and MC numbers
- Copy of most recent safety inspections

Offeror's Experience and Capability

The Offeror shall describe the number of years in the business of providing passenger transportation, its overall experience and past performance in providing services similar to those solicited in this RFP. As part of its Proposal, the Offeror shall also submit at least two (2) business references for which the Offeror provided similar services with the six (6) months prior to the submission date, and a contact person and phone number for each reference. It shall be clearly understood that the contact person will be willing to briefly and orally discuss the Offeror's work.

### Subcontractors (if any)

The Offeror must identify all subcontractors and the role each subcontractor will have in the performance of the Contract. MBE and/or DBE subcontractors must be identified as such, along with their specific work contribution and their percentage of the total contract amount. A summary of the experience and expertise of each subcontractor, with at least one reference and contact person accessible by phone, shall also be provided.

### Proof of Financial Capability

The Offeror shall provide evidence acceptable to the County that the Offeror has the financial capability to provide the services required in this RFP.

### Legal Actions Summary

The prospective Contractor shall include the following:

- a. A statement as to whether there are any outstanding legal actions against the Contractor, and a brief description of any such action.
- b. A brief description of any settled or closed legal actions against the Contractor over the past five years.
- c. Instances where litigation is ongoing and the Contractor has been directed not to disclose information by the court, provide the name of the judge and location of the court.

### Required County Forms:

- 1) El Paso County Code of Ethics Training Affidavit
- 2) Proof of insurance
- 3) Certifications Regarding Lobbying, Debarment, Suspension Form
- 4) Health Insurance Benefits Questionnaire
- 5) Conflict of Interest Questionnaire (if applicable)

**Attachment A: Proposal Affidavit:** Completed by Offeror.

**Attachment B: DBE Good Faith Efforts:** Completed by Offeror if applicable.

**Attachment C: Acknowledgement of Addenda Forms:** Completed by Offeror.

**Attachment D: Price Proposal Form:** Completed by Offeror

**Attachment E: Required Certifications and Assurances:** Completed by Offeror.

## EVALUATION PROCESS

Proposals shall be evaluated based on the requirements set forth in the RFQ. 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.

<b>Evaluation Criteria</b>	<b>Score</b>
Organizational Experience in providing, implementing, and servicing relevant services. Offeror's response to the Scope of Work	<b>35%</b>
Experience/Capability/Accessibility of Persons Assigned to the project (including Subcontractors)	<b>30%</b>
Price Proposal	<b>20%</b>
Safety Record	<b>10%</b>
References- Firm shall 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	<b>3%</b>
Health Insurance to Employee-The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.	<b>2%</b>
<b>Total Score</b>	<b>100%</b>

**ATTACHMENT A: PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE I  
HEREBY AFFIRM THAT:**

I am the [title]\_\_\_\_\_and the duly authorized  
representative of [business]

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and that I possess the legal authority to make this Affidavit on behalf of myself  
and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

Neither I, nor to the best of my knowledge, information, and belief, the above business,  
or any of its officers, directors, partners, or any of its employees directly involved in  
obtaining or performing contracts with public bodies, has been convicted of, or has had  
probation before judgment imposed, or has pleaded nolo contendere to a charge of,  
bribery, attempted bribery, or conspiracy to bribe in violation of Texas law, or of the law  
of any other state or federal law, except as follows [indicate the reasons why the  
affirmation cannot be given and list any conviction, plea, or imposition of probation before  
judgment with the date, court, official or administrative body, the sentence or disposition,  
the name(s) of person(s) involved, and their current positions and responsibilities with  
the business]:

**C. AFFIRMATION REGARDING OTHER CONVICTIONS I  
FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business,  
or any of its officers, directors, partners, or any of its employees directly involved in  
obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to  
obtaining, attempting to obtain, or performing a public or private contract, fraud,  
embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen  
property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for  
violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C.  
§§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts arising out  
of the submission of bids or bids for a public or private contract;

(d) been convicted of conspiracy to commit any act or omission that would constitute  
grounds for conviction or liability under any law or statute described in subsection (a),  
(b), or (c) above;

(e) been found civilly liable under a state or federal antitrust statute for acts or  
omissions in connection with the submission of bids or bids for a public or

private contract;

(f) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of person(s) involved, and their current positions and responsibilities with the business, the grounds for debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for debarment or suspension]:

The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason (s) why the affirmations cannot be given without qualification]:

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**E. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

1. Neither I, nor to the best of my knowledge information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies services, architectural services, construction related services, lease of real property, or construction.
  
2. Before entering into a subcontract having a value of \$25,000.00 or more the potential subcontractor shall provide a signed Certification of Lower- Tier Participants Regarding Debarment which shall be submitted to the Procurement Officer (Federal Aid).

**F. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price or price Proposal of the Offeror or of any competitor, or otherwise taken any action in restraint of free and competitive bidding in connection with the Contract for which the accompanying Proposal or offer is submitted.

**G. DRUG AND ALCOHOL FREE WORKPLACE**

**I CERTIFY THAT:**

By submission of its Proposal or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the Contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violations of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the Contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug- related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about;

- (1) The dangers of drug and alcohol abuse in the workplace;
  - (2) The business' policy of maintaining a drug and alcohol free workplace;
  - (3) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the Contract with a copy of the statement required by § 2 (b), above;
- (h) Notify its employees in the statement required by § 2 (b), above, that as a condition of the continued employment on the Contract, the employees shall abide by the terms of the statement;
- (i) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (j) Notify the County Purchasing Agent within ten (10) days after receiving notice under § 2(i) above, or otherwise receiving actual notice of a conviction;
- (k) Within thirty (30) days after receiving notice under § 2(i) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;
- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance; or rehabilitation program; and
  - (iii) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § 2(a)-(j) above.
- (l) If the business is an individual, the individual shall certify and agree, as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the Contract; and



**H. CERTIFICATION OF RIGHT TO DO BUSINESS IN TEXAS – FRANCHISE TAX ACCOUNT STATUS**

**I FURTHER AFFIRM THAT:**

1. The business named above is a \_\_\_\_\_ (sole proprietorship, partnership, corporation, etc.) licensed to do business in Texas. Attached is the business entity’s Franchise Tax Account Status from the Texas Comptroller of Public Accounts [and the most recent Texas Franchise Tax Public Information Report or Periodic Report – Nonprofit Corporation, or equivalent filing with the Texas Secretary of State]. (Refer to website: <http://window.state.tx.us/taxinfo/coasintr.html>)

Name:

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Address:

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**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

- A. The business warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the business, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.
- B. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability and, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**J. AVAILABILITY OF FUNDS**

**I FURTHER AFFIRM THAT:**

Contractor acknowledges that El Paso County is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1<sup>st</sup> and terminating on September 30<sup>th</sup> of each year. In the event that appropriations are unavailable for this Agreement in a particular budget year, this Agreement shall be terminated upon thirty (30) days written notice to Contractor. However, El Paso County shall remain obligated to pay Contractor for all services rendered prior to the effective date of notice of termination.

**K. BOYCOTT OF ISRAEL**

**I FURTHER AFFIRM THAT:**

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.

**ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT:**

This Affidavit is to be furnished to the El Paso County Purchasing Agent and may be distributed to units of (1) the State of Texas; (2) counties or other subdivisions of the State of Texas; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Texas, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Proposal or Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Texas or any unit of the State of Texas having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Texas with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the Contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**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:

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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 of the El Paso County Rural Transit Fixed Route Commuter Bus Program**

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: PRICE PROPOSAL FORM**

The following Price Proposal Form tables shall be completed and submitted with the RFP response. The County will only pay for “Revenue Vehicle Hours” x Hourly Rate. All associated costs for this service must be included in the “Hourly Rate”.

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State / ZIP

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

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Date

The County plans to operate 27,654 revenue vehicle hours. The proposed hourly rate shall apply to hours ranging from 20,000 – 35,000 hours. Should service be increased or decreased outside of this range, the alternate hourly rate would be applied.

Description	Revenue Hour Range	Hourly Rate
<b>Estimated Revenue Vehicle Hours = 20,000</b>	<b>20,000 - 35,000</b>	<b>\$</b>
<b>Alternate Hourly Rate - if annual hours decrease to less than 20,000</b>	<b>&lt;20,000</b>	<b>\$</b>
<b>Alternate Hourly Rate - if annual hours increase to over 35,000</b>	<b>&gt;35,000</b>	<b>\$</b>

## ATTACHMENT E: CERTIFIATION AND ASSURANCES

### I. FOR ALL PROPOSALS

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 2017 Certifications and Assurances, and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>

A. Access to Third Party Contract Records (ALL)

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.

B. Interest of Members of or Delegates to Congress (ALL)

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 therefrom.

C. Prohibited Interest (ALL)

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.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean 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).

E. Energy Conservation (ALL)

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.

F. No Obligation by the Federal Government. (ALL)

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).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

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.

H. Contract Work Hours (all over 100K)

(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. **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.

(2) **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.

(3) **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.

(4) **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.

I. Civil Rights (over 10K)

- (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.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

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.

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

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.

L. Right of the State Government to Terminate (ALL)

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

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

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.

**f. Agency Process.**

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)

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.

O. Recycled Products (all 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.

P. Access for Individuals with Disabilities (ALL)

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.

Q. Debarment and Suspension (over 25K)

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.

R. Clean Water & Air (over 150K)

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.

S. Non-Lobbying (over 150K)

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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

U. 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 bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address		
	Printed Name of Person Completing Form		
Telephone	Signature		
Date	SS# or Tax ID #		
Description of Commodity or Service			
Disadvantaged Business Enterprise Information		Type of Organization (circle)	
		<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	

V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal. Name of manufacturer of vehicle(s) to be delivered:

W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

**49 CFR 26.13 -- What assurances must recipients and contractors make?**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.”

**49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?**

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review *49 CFR 26.29 and the FTA Best Practice Procurement Manual*.

X. 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.

Y. 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

Z. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- 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 or rolling stock.
- 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

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

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

**I. 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



**II. 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.

**III. 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

**IV. 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

**V. 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, 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](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 contact 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 contact 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](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

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

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

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:



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

(b) Have not within a three-year period preceding this application been convicted of or 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?

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

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

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

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

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Business Name

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Date

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Name of Authorized Representative

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Signature of Authorized Representative

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\* This page must be included in all responses.



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

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RE: RFP 19-024, Management of the Rural Transit Fixed Route Commuter Bus 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 CPPO, CPPB-Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
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  
Jose A. Landeros, Director of Planning and Development  
Reyna Mayorga, Transit Planner  
Daniel Marquez, Engineering Associate Technician  
Sal Alonzo, Transportation Engineer  
Hopeton Staples, Fleet Operations Director

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

**FORM CIQ**

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

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

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

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

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

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

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

\*\*\*

(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](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.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**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 19-024  
Management of the Rural Transit Fixed  
Route Commuter Bus Program  
for the County of El Paso**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, June 27, 2019. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

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

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

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

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

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

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

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