



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, October 24, 2007** to be opened at the County Purchasing Office the same date for **Vanpool Program for the Rural Transit Program**.

Proposals must be in a sealed envelope and marked:
“Proposals to be opened **October 24, 2007**
Vanpool Program for the Rural Transit Program
RFP Number 07-134”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, October 16, 2007, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

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

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

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

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 07-134 Vanpool Program for the Rural Transit Program Vendor must meet or exceed specifications
TOTAL COST
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and ten (10) copies of your bid.

Company

Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Confirmation Number

CIQ Sent Date

Representative Name & Title

Telephone & Fax Number

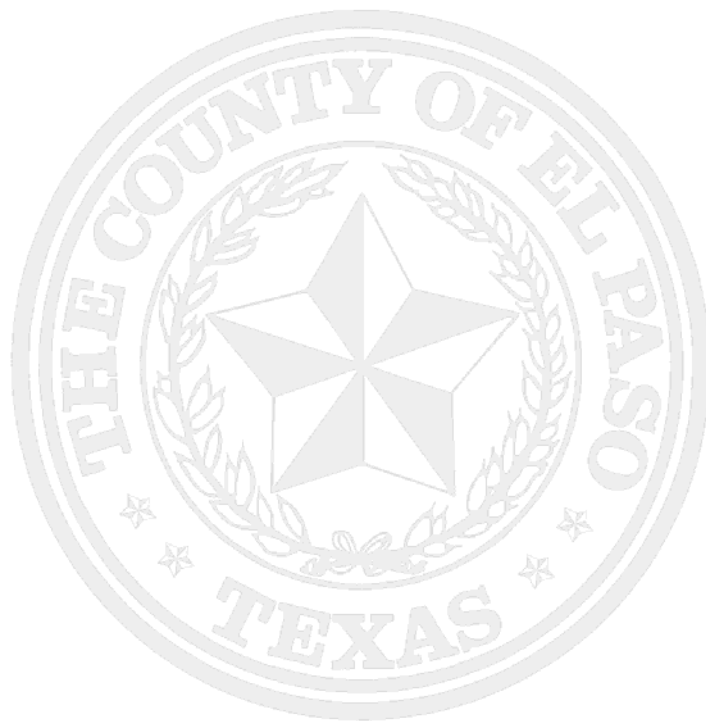
Signature

Date

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

Vanpool Program for the Rural Transit Program

RFP #07-134



**Opening Date
Wednesday, October 24, 2007**

DRAFT

REQUEST FOR PROPOSALS

RFP # 07-134

**MANAGEMENT, OPERATION, AND MARKETING OF
A COMMUTER VANPOOL PROGRAM
FOR EL PASO COUNTY, TEXAS**

PROJECT OBJECTIVE

The objectives of the project are to successfully operate and market a commuter vanpool program which will reduce the number of single occupant vehicles on the highway during rush hour and provide an alternative means of commuting to and from work. The program will provide for trips that have an origin and a destination within the jurisdictional boundaries of El Paso County (COUNTY).

SCHEDULE OF EVENTS

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

The approximate contract schedule is a follows:

Advertisement of Request for Proposals	October 7, 2007 and October 14, 2007
Deadline for Request for Clarification	October 16, 2007
Due Date for Proposals	October 24, 2007
Start of Contract	February 4, 2008

GENERAL INFORMATION

Examination of Proposal Documents

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

Submission of Proposals

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

All proposals must be received before 2:00 p.m., Wednesday, October 24, 2007. Proposals received after this time and date will not be accepted, and will be returned unopened to the Proposers.

The Proposer shall submit an original and 10 copies of its proposal in a sealed envelope plainly marked "MANAGEMENT, OPERATION AND MARKETING OF A COMMUTER VANPOOL PROGRAM FOR EL PASO COUNTY, TEXAS RFP # 07-134 with the name and address of the Proposer in the upper left hand corner.

Addenda and Clarifications

Requests for clarification or modification of this Request for Proposals (RFP) are to be submitted in writing. A Proposer may submit to the COUNTY requests for interpretations or clarifications to this RFP or any addendum thereto. Any such request must be received by the COUNTY, in writing, by 12:00 p.m., Mountain Time, October 16, 2007. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification, or amendment of this RFP. Proposers shall acknowledge receipt of addenda by written notice thereof to the COUNTY. Where such addenda require changes in the services, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the COUNTY will enable prospective Proposers to revise proposals.

Designated Contact

The designated COUNTY representative for questions pertaining to this Request for Proposals is Piti Vasquez, El Paso County Purchasing Agent, El Paso County Purchasing Department, 500 E. San Antonio, El Paso, Texas 79901, 915-546-2048 or via Fax at 915-546-8180. The deadline for submission of questions is Tuesday, October 16, 2007, before 5:00 P.M., Mountain Time.

Period of Performance

The term of this contract shall be from Notice to Proceed (February 4, 2008, is the estimated start date) through February 3, 2011. The COUNTY has the option to renew this Contract for five (5) additional one year periods from its expiration date. In the event that the COUNTY does not intend to renew the contract, written notice shall be provided by the COUNTY to the Proposer at least thirty (30) calendar days prior to the contract expiration date.

Selection Criteria

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

Past Performance/Experience in Providing a Vanpool Service (35%)

- **Capability and qualifications of key individuals assigned to the project including previous work on similar projects, technical experience, education and training. EPCT requires the Proposer to have a minimum of three (3) years of demonstrated vanpool management and operation experience.**

Capability and qualifications of Proposer's previous experience work on similar public sector projects.

- **Records of past performance including such things as quality of work, ability to meet deadlines/schedules, and control costs.**
- **Understanding of vanpooling concepts and objectives demonstrated in this RFP.**
- **Familiarity with issues and marketing factors impacting commuter vanpools.**

Fleet Procurement and Management (25%)

- **Ability to finance and supply vanpool vehicles.**
- **Ability to provide a selection of vehicles, including manufacturer specific vehicles, within 45 days of execution of contract.**
- **Maintenance and repair program and vanpool operating procedures.**
- **Plan for providing accessible vehicles for individuals with disabilities.**
- **Ability to provide vouchers, or coordinate with a third party administrator, to promote the use of the federal Commuter Choice Program as provided for in Section 132(f) of the Internal Revenue Code.**

Marketing Plan (15%)

- **Ability to present and implement a general plan for promoting the vanpool program through standard marketing and sales efforts.**
- **Ability to share information in a timely manner with El Paso County Transit concerning vehicles that are added, switched, or terminated.**

Cost of Service (15%)

- **Proposed cost proposal for the General and Administrative budget to be reimbursed by EPCT.**
- **Proposed monthly vanpool vehicle pricing to vanpool groups.**

Quality of Proposal (5%)

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

Disadvantaged Business Enterprise or Minority Owned Business (5%)

- **If the bidder is a Disadvantaged Business Enterprise (DBE) or a Minority Owned Business (MBE) and/or there are any plans to use a qualifying DBE/MBE in the operation of the service it should be noted in the proposal.**

Insurance

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

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

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

- **Commercial General Liability Insurance – Proposer shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence.**
- **Business Auto Insurance – Proposer shall maintain business auto liability and property damage insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).**

Bodily injury: \$1,000,000.00 per occurrence, and

Property damage: \$100,000.00 per occurrence.

Proposer shall be solely responsible for damage to their own equipment.

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

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

Pre-Agreement Expenses

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

Exceptions and Deviations

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

Indemnification and Hold Harmless

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

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

Termination for Convenience

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

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

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

Termination by Mutual Agreement

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

Termination for Default

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

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

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

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

Cancellation of Agreement

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

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

Termination for Non-Appropriation

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

If the COUNTY terminates this Agreement for Non-Appropriation of funds or for Convenience, the COUNTY may not replace the services or functions for the vehicles placed into service with vanpool groups under the terms and duration of this Agreement, and which are used in the delivery of the services provided for in this Agreement, with vehicles and/or services that perform the same or similar functions. This non substitution clause will be in effect for a period of one year from the date of termination of this Agreement.

Agreement Award

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

Proposal Rejection

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

Joint Offers

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

Restrictions on Lobbying and Contacts

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

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

Compliance with Laws and Permits

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

RFP Withdrawal

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

Force Majeure

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

Conflict of Interest

No employee, officer or agent of the COUNTY shall participate in the selection, or in the award or administration, of the Agreement if a conflict of interest, real or apparent, would

be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

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

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

SCOPE OF SERVICES

The objective of the vanpool program is to market and provide vans to individuals traveling together on a regular basis to work, and institutions, businesses, agencies and other organizations.

The capacity of the vans will vary from 9 to 15-passengers according to the size of the group. The Proposer may offer other vehicles (i.e. 7 passengers minivan), at the approval of the COUNTY. One of the participants will serve as a volunteer vanpool driver and will enter into an operating agreement with the Proposer, thereby accepting responsibility for the van. Back-up drivers will also be required. The agreement can be terminated at any time. The only requirement for such termination is a 30-day written notice to the Proposer. Criteria and procedures for driver training shall be established in the training and operation manuals. A sample copy of the vanpool driver operations manual must be included in the Proposer's response to the RFP.

Vehicles

The Proposer will supply and finance the vehicles used in the COUNTY vanpool program with no capital outlay from the COUNTY.

The Proposer will be responsible for providing a selection of vanpool vehicles within a reasonably short time frame to be specified by the Proposer. Following identification of a prospective vanpool, the vanpool driver (and passengers) will select a van based on model availability, ridership, and price. In the event that the vanpool group requires a van accessible to individuals with a disability, the Proposer will supply that van within the same time frame as specified for a non accessible van.

The Proposer will assume full risk as lesser for any deficiency between vehicle selling prices and residual values as well as full responsibility for vehicles at the termination of any lease

agreements or amortization schedules. Neither the COUNTY, vanpool drivers, nor any other agencies shall be required to become obligated in any vehicle lease agreements.

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

Vehicle Technical Specifications

The vans to be utilized for the El Paso County Vanpool Program shall meet all applicable Federal Motor Vehicle Safety Standards as of the date of the manufacture. The COUNTY has determined that the following makes/models of passenger vans can be converted or modified and equipped for acceptable performance in the intended commuter vanpool application for seating capacities of 12, 14 or 15-passengers (including the driver):

- Ford Econoline Club Wagon, Model E-350 Super Extended XLT Wagon with 138 inch wheelbase, 9100 lbs. GVWR minimally or an approved equal.**
- Dodge Sprinter Passenger Wagon, Super Height, with 144 inch wheelbase $\frac{3}{4}$ ton or an approved equal.**

The seating floor plans and required specifications are for an after-market modification that has been approved by the Ford Motor Company or Daimler Chrysler Corporation. Before awarding the contract, the Proposer must notify the COUNTY for the approval of the conversion/modification contractor. The COUNTY personal may visit the conversion facilities to inspect the company to see if the company has adequate facilities to meet the COUNTY's requirements. Qualifications for compliance to the conversion specifications is at the sole determination of the COUNTY.

Proposers are encouraged to consult with van conversion companies to receive a conversion quote, guidance for vehicle transportation, and special factory coding requirements. Conversion company/companies must be specified in Proposer's response to the RFP.

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

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

These requirements are not meant to be restrictive in any way, but are intended to assure that all proposals for consideration will be of equal or similar design and capacity. The 12, 14, or 15-passenger vehicles must meet or exceed the following minimum specifications:

Vehicle Description

Payload: Manufacturer's standard for an extended van.

Wheelbase: 138 wheel base, 9100 #GVW, E-350 XLT Chassis, or approved equal.

Engine: 5.4 liter gasoline, V-8 w/electronic fuel injection, or approved equal.

Transmission: Electric 4 speed automatic w/overdrive.

Alternator: Heavy-duty 130 amperage minimum.

Brakes: 4 wheel ABS.

Fuel Tank: 35 gallon w/tether fuel cap.

Shocks: Heavy-duty, gas charged, front & rear, w/front stabilizer bar.

Steering: Power steering w/tilt-steering wheel with speed control.

Window: Sunscreen glass. Factory tint front top, front sides and heaviest offering for passenger area. Power windows for the driver & front passenger. Vented push out window as provided by OEM.

Wipers: Windshield wipers to be minimum 2-speed, variable electric with intermittent feature and washers.

Doors: Double passenger side hinged doors. Double rear, hinged, w/emergency release at top of doors. Power locks with two remote controls.

Step: Full length on the passenger (curb) side and at the front door only on the driver's (street) side.

A/C: Front integral & rear floor mount, or approved equal.

Heater: Front integral & rear floor mount, or approved equal.

Battery: Heavy-duty 72 amp-hour (650CCA), maintenance free.

Tires: Steel belted radial, LT245/75R 16E SBR BSW all-season E-rated and 10 ply; conventional spare mounted under the vehicle. Under no circumstances shall the spare tire be mounted on the outside of the rear door.

Mirrors: Aero type with power dual exterior mirrors, w/RH convex lens: wide angle rear view lens, or approved equal.

Paint: Exterior bright white.

Radio: AM/FM stereo/clock/CD

Interior Lighting: Overhead passenger reading lights for individuals at all seat locations behind the driver.

Interior Flooring: Full length carpet, padded: matching lower door and side panels; front door mats. The floor carpet shall only have holes in the carpet for mounting the seats.

Accessories: Manufacturer's standard described in manufacturer's literature.

Miscellaneous Equipment:

- All standard equipment listed in manufacturer's literature will be furnished.
- Deluxe sound insulation.
- Interior cloth/vinyl gray trim.
- Headliner, soft cloth w/insulation.
- Gauges: oil pressure, voltmeter, engine temperature & trip odometer.
- Horns, dual electric.
- Driver & front passenger air bags
- Electronic ignition.
- Engine cover console.
- Black windshield and window moldings.
- Chrome grille w/single halogen headlights.
- Chrome bumpers.

Safety Items:

- All safety items must be secured from movement
- 2 ½ lb fire extinguisher (to be installed on the side of one of the rear passenger seats)
- Ten unit first aid kit.

Tire Jack: The tire jack must be secured from movement.

Seats: All seats must meet FMVSS requirements (must send certification with proposal).
Driver and front passenger seats: high back cloth bucket seats (OEM). The seat covers color (Medium Flint Cloth) must match on all seats.

Seat Belts: Must furnish all seat belts. All outboard seating locations are required to have three point harnesses. All seat belts must meet FMVSS requirements (must send certification with proposal).

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

All vehicles, including those with conversions, will meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) specifications for the intended use and type of vehicle on the date of manufacturer.

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

The Modifier/Converter or Final Stage Manufacturer must provide:

(1) documented verification that the modifier/converter of the QVM vehicle has been approved for such work by the OEM under the Ford 'MVE Ship Through Program', 'Program' or 'FTQP Program' or General Motors 'SVM Program' or DaimlerChrysler Corporation in the "Dodge Customer Assurance Program for Modified Dodge Trucks and Vans", and (1A) documentation demonstrating the Modifier/Converter of Final Stage Manufacturer has performed prior conversions in conformance with ISO 9001 and QS 9000 requirements and will perform requested conversions in this bid under the same guidelines and requirements, or (1B) documentation that the Modifier/Converter of Final Stage Manufacturer has demonstrated the engineering, production and quality processes equivalent to those standards mentioned in (1) and (1A), and will perform the requested conversions in this bid under those same guidelines and requirements.

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

Other Makes and Models

Other manufacturers and models (i.e. 7 passenger minivans) if equal in performance and quality to those listed above, will be considered. Complete specifications must be submitted at time of Proposer response on all makes/models not listed above.

Physically Challenged Equipment

Lift-equipped vehicles for commuter vanpool service, meeting American with Disabilities Act specifications, shall be offered and have a minimum of an eight (8) passenger capacity (including driver). The number of vehicles will be specified as needed, and any modifications to the vehicles shall be adequate and appropriate, and conform to federal regulations and specifications, in order to accommodate the wheelchair inside the vans. The vehicles shall adhere to all code specifications and comply with all federal regulations where appropriate.

Equivalent Vehicles or Parts

Proposers may submit requests to utilize equivalent vehicles or parts. The Proposer may also request a clarification relating to any items that have been included in this RFP or any addendum to the specifications. Such requests must be received in writing. Facsimiles must have a cover sheet which includes Proposer's name, address, number of pages transmitted, as well as, phone and fax numbers. Any requests must be fully supported with technical data, test results or any other pertinent information, as evidence that the substitute offered is equal to or better than that required by the specifications.

Alternate #1 - APTS (Advanced Public Transportation System) for El Paso County Transit Vanpools

The vanpool dispatch center and/or individual vans shall be equipped with the following Intelligent Transportation Systems (ITS) devices:

- **Automatic Vehicle Location (AVL) using Global Positioning System (GPS)**
- **Automated Data Archive**
- **Web-Based Real-Time Tracking of Vans**

Alternate #1 Continued - Automatic Vehicle Location (AVL) using Global Positioning System (GPS)

Individual vans shall be equipped with industry standard AVL tracking system using GPS or DGPS (Differential GPS) technology. Through AVL, an automated vehicle tracking system made possible by navigational technologies such as GPS, Vanpool staff can dynamically view and locate drivers in real-time. This information provides the ability to locate and track vehicles and maximize routing and scheduling efficiency. Through either cell or radio communications, data will be transmitted from the AVL system on the vehicle to the Vanpool office. The Vanpool staff shall be equipped with the necessary hardware and software to monitor the location of the vans in real-time by using GIS (Geographic Information System) maps or a customized map system. The Vanpool office should have the ability to archive the geographical location of individual vans at the same refresh rate as the vans are monitored. Features should include:

Find Closet Vehicle
Predict Late Vehicles and Service Disruptions
Estimated Time of Arrivals
Locate Vehicle
Monitor Vehicle Speed
Planned vs. Actual Route

Alternate #1 Continued - Automated Data Archive

The Vanpool office system should include archival of arrival and departure times at each stop and geographical location of individual vans as mentioned in earlier section. The system should have enough storage to archive the data for at least a year. The data should be stored in an industry standard database format such as MySQL and should be available for generating reports and dispersing any required data to and from the vehicle. The data will be stored in a database server located at either the Vanpool office or at a remote site. In addition, the Vanpool office should include a File Transfer Protocol (FTP) directory, where the archived data should be stored in above mentioned file format at the end of the day. The FTP directory should be open for access by Texas Transportation Institute (El Paso) to perform research on transit usage.

Alternate #1 Continued - Web-Based Real-Time Tracking of Vans

The AVL system data shall be transferred to the Vanpool office and should be accessed through a webpage inside the El Paso County website to provide real-time monitoring of vans to the public. Commercial-off-the-shelf (COTS) packages including webpage accessing data transferred from the AVL system is acceptable. The webpage should display the geographic position of individual vans with refresh rate no more than 2 minutes. The webpage should be capable of informing the user about breakdown of vans in the middle of route and late arrivals, automatically as well as manually input by the Vanpool office.

The user should also have the capability of requesting a trip through the internet. The trip request would be stored at the dispatch center and will be used for scheduling purposes.

Fleet Maintenance

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

Preventive Maintenance

The Proposer shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventative maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on the manufacturer's preventative maintenance program. Unscheduled maintenance shall be coordinated by the vanpool driver with the Proposer, as needed.

Vehicle Repair

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

Management Services

The Proposer shall provide on-site staff within the COUNTY's service area who has the appropriate education and experience to administer the COUNTY Vanpool Program. The Proposer shall provide appropriate office space to the project coordinator and adequate storage area(s) for vans waiting to be placed in service.

The Proposer shall provide the following services:

Volunteer Driver Selection and Safety

A thorough screening of potential drivers which shall include, but not be limited to, verifying valid drivers licenses and reviewing Division of Motor Vehicles driving records to insure compliance with State and local requirements.

Driver Selection

Primary and back-up drivers shall satisfy the following criteria in order to participate in the County Vanpool Program:

- Be at least 25 years old.**
- Have a valid Texas driver's license.**
- Have no chargeable accidents or moving violations in their driving record for the last three years.**
- Never have been convicted of a felony and never have a license revocation.**
- Participate in a vanpool driver's orientation course (to be provided by the Proposer).**
- Be a good credit risk (as determined by the Proposer)**

Volunteer Driver Responsibility

A vanpool volunteer driver will be required to provide 30-days written notice of their intent to terminate to the Proposer. Drivers are not allowed to use vans as a source of additional income, such as: jitneys, taxicabs, commercial carriers, etc... Any violation in this area may result in a suspension of the driver's benefits. The Proposer shall enter into an operating agreement with each vanpool driver which will include the following provisions:

- **The vanpool driver will participate in the vanpool program and will use the van to pick up, transport, and deliver other vanpool participants to and from their residences (or other agreed upon locations), and their places of employment (or other agreed upon locations).**
- **The vanpool driver will, when requested, be available to participate in basic driver training/safety awareness orientation, and will cooperate with respect to obtaining the motor vehicle record of driver and driver's spouse.**
- **The vanpool driver shall not consent to the use of the vanpool vehicle by anyone other than an authorized driver.**
- **The vanpool driver will return the vehicle in the same condition, and with all the equipment and documents, as when delivered, except for ordinary wear and tear and damage which is subject of pending collision or comprehensive insurance claim.**
- **The vanpool driver is responsible for scheduling and ensuring the van's availability for maintenance service when needed, and will maintain a clean vehicle - exterior and interior.**
- **The vanpool driver will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.**
- **The vanpool driver shall in case of accidents or other loss or damage to or involving the vehicle;**
- **immediately report to the Proposer any accident involving bodily injury or loss;**
- **complete and file a written accident report; and**
- **cooperate fully with the Proposer in all accident investigations and/or settlements.**
- **The vanpool driver will forward payments to the Proposer in the amount due for the monthly fee as may be determined by the Proposer, excess mileage charges, late fees, or returned check charges.**
- **The Proposer will provide a vehicle for the purpose of operating a vanpool and will render such other reasonable assistance as may be required for the functioning of the vanpool.**
- **The Proposer will provide vehicle licensing, vehicle registration and a vehicle maintenance program.**

- **The Proposer will credit the vanpool driver on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by the Proposer.**
- **The Proposer will be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.**
- **The Proposer will provide automobile liability insurance.**
- **The Proposer will assume the risk of loss of or damage to any vehicle supplied by the Proposer.**
- **The Proposer will indemnify the vanpool driver against liability claims resulting from the operation of the vehicle, except during unauthorized use.**

A copy of the Proposer's volunteer driver agreement must be included.

Licensing and Title

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

Accident and Subrogation Management Services

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

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

Fleet Administration

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

Insurance

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

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

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

The Proposer shall be responsible for providing these coverages with zero-deductible to all vanpool groups. Evidence of insurance certificates shall be provided by the successful Proposer naming the COUNTY as an additional insured on the Proposer's policy.

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

Invoicing Responsible Party

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

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

Program Marketing and Ride-Matching Services

The Proposer will be responsible for marketing of the Vanpool Program and be responsible for actively promoting the Vanpool Program to commuters, employers and other organizations. Additionally, the Proposer shall be capable to coordinate other related efforts in promoting and expanding the Vanpool Program.

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

The Proposer will maintain a database of employers and interested commuters. This database will support the Proposer's employer outreach efforts and contain employers located within the COUNTY service area. The employer database includes information about employers who have received information/calls from the Proposer regarding the County Vanpool Program's products and services, and/or are interested in receiving calls regarding the vanpool program. The Proposer shall actively provide services and incentives as follows to encourage employers to offer alternative transportation benefits and services at their worksites:

- Promotional efforts are to include working through the local news media, using paid advertising, distributing promotional materials and establishing personal contact with employers and other community groups.**
- The Proposer is also expected to develop and offer program participation incentives, to attract both drivers and passengers.**
- The Proposer shall establish and maintain a website where interested persons may obtain information about vanpooling and contact the Proposer for additional information.**
- All materials developed and paid for by the COUNTY under this contract are owned by the COUNTY and may not be used in any other program without written permission of the COUNTY.**
- The COUNTY must pre-approve in writing all marketing materials.**
- The Proposer will participate in government and community transportation-related efforts, assist government agencies in an advisory capacity and serve on task forces as requested.**

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

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

Federal Transit Administration National Transit Database Reporting

The Proposer shall be responsible for collecting financial and operating information by a uniform system of accounts and records, and shall be responsible for providing timely and complete reports, or information to the COUNTY, in order to fully meet the requirements of submission to the National Transit Database (NTD) of the Federal Transit Administration (FTA). The Proposer shall gather such information continually during the terms of this Agreement.

If NTD reporting requirements call for the Proposer to forward sampled data or other information to the COUNTY to process and report, such information shall be submitted

monthly. If NTD reporting requirements call for the Proposer to gather information, plus process and report such information, the Proposer shall submit such completed reports either directly to FTA, or to the COUNTY for inclusion in the COUNTY's NTD submission to FTA. The Proposer shall provide the COUNTY with quarterly reports detailing quarterly and year-to-date NTD statistics. If FTA requires independent audit and/or certification with respect to NTD submission by the Proposer, the Proposer shall pay for the audit and/or certification for each year under the contract.

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

PROPOSAL FORMAT

Instructions To Proposers

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

CONTENTS OF PROPOSAL:

Cover Page

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

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

- **Signature of a person authorized to bind the offering firm to the terms of the proposal.**

Table of Contents

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

Executive Summary

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

Technical Information

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

List the names and addresses of all major first tier subcontractors or sub consultants, and describe the extent of work to be performed by each first tier subcontractor or sub consultant.

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

The Proposer shall submit a list with the names and addresses of each maintenance facility where vehicle repair and preventive maintenance will be performed. If the list is not available, an alternate plan should be submitted detailing the process to handle vehicle preventive maintenance and repairs.

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

Proposer's Experience and Past Performance

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

The proposal shall contain a description of the firms experience with vanpools and/or performing services similar to that anticipated by the RFP.

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

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

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

Key Personnel and Subcontractors Performing Services

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

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

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

COST PROPOSAL

The Agreement will be a Cost plus Fixed Management Fee contract. The COUNTY will reimburse the Proposer for actual General and Administrative expenses incurred plus a Management Fee.

Provide a three (3) year budget for the management and administrative costs of the program and an indication of what portion would be borne by the COUNTY rather than included in the fare structure. The cost proposal shall segregate cost by line item. Proposers may submit the following costs for reimbursement by the COUNTY for actual expenses incurred for the following, but not limited to, items:

- **The cost of personnel services, including salary and fringe benefits**
- **Rent and Utilities**
- **Furniture and Office Equipment**
- **Computer Related (hardware and software)**
- **Telephone Service (local, long distance, cellular, and answering services)**
- **Office Supplies**
- **Postage**
- **Marketing Expenses**
- **Local/Corporate Travel and Gasoline**
- **Management Fee**
- **Fixed and operating costs for one (1) marketing demonstrator vehicle**
- **Other miscellaneous costs**

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

In addition to the administrative and management costs paid for by the COUNTY, the Proposer must include a cost proposal for providing vanpool vehicles and operating services to vanpool groups. The vanpool monthly pricing proposed should reflect model year 2008 vehicles for the different makes and models offered by the Proposer at monthly mileage allowances of 1,000, 1,500, 1,750, 2,000, 2,250, 2,500, 2,750, and 3,000 miles. The total monthly vanpool pricing proposed shall include the Proposers operating and capital expenses for the following items (expenses not covered by the management and administrative reimbursement contract):

- **Depreciation and Interest**
- **Backup Vehicles (1 backup vehicle for every 15 revenue vehicles)**

- **License and Taxes (including sales Tax)**
- **Collision and Comprehensive**
- **Liability Insurance**
- **Scheduled Preventive Maintenance**
- **Unscheduled Vehicle Repairs and Tires**
- **Management and Administration (Not covered by General & Administrative contract reimbursed to the Proposer by the COUNTY)**
- **Profit**

Vanpool vehicles will be kept in service for a useful life of four (4) years or 100,000 miles, whichever occurs first.

Alternate #1 Cost – APTS (Advanced Public Transportation System)

The proposal should include a separate section indicating the cost for supplying and installing the necessary hardware and software to meet the requirements described in Alternate #1 APTS.

Alternative Proposed Services

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

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

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

COUNTY'S RESERVED RIGHTS

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

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

(a)

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

PROPOSAL CONDITIONS

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

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

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

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

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

NOTICE:

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

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

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #07-134, Vanpool Program for the Rural Transit Program

Dear Vendor:

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

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

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

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Rosemary Neill, Director of Family and Community
Bob Geyer, Rural Transit Manager

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

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

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

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

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

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

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

§ 176.001. Definitions

In this chapter:

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

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

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

(4) "Local government officer" means:

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

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

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

COUNTY OF EL PASO, TEXAS

Check List

**Vanpool Program for the Rural Transit Program
RFP #07-134**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, October 24, 2007. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

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

_____ Did you sign the “Consideration of Insurance Benefits” form?

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

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

_____ Did you provide one original and ten (10) copies of your response?
