



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, August 12, 2009** to be opened at the County Purchasing Office the same date for **RFP for the Operation and Management of the Overland Street Parking Lot.**

**Proposals must be in a sealed envelope and marked:**  
**“Proposals to be opened August 12, 2009**  
**RFP for the Operation and Management of the Overland Street Parking Lot.**  
**RFP Number 09-069”**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, August 4, 2009, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

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

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

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

**PITI VASQUEZ**  
County Purchasing Agent

# PROPOSAL SCHEDULE

To: El Paso County, Texas

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<b>Description – RFP # 09-069</b> <b>RFP for the Operation and Management of the Overland Street Parking Lot.</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and two (2) copies of your bid.</b>

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
CIQ Confirmation Number

\_\_\_\_\_  
CIQ Sent Date

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

\_\_\_\_\_  
Telephone & Fax Number

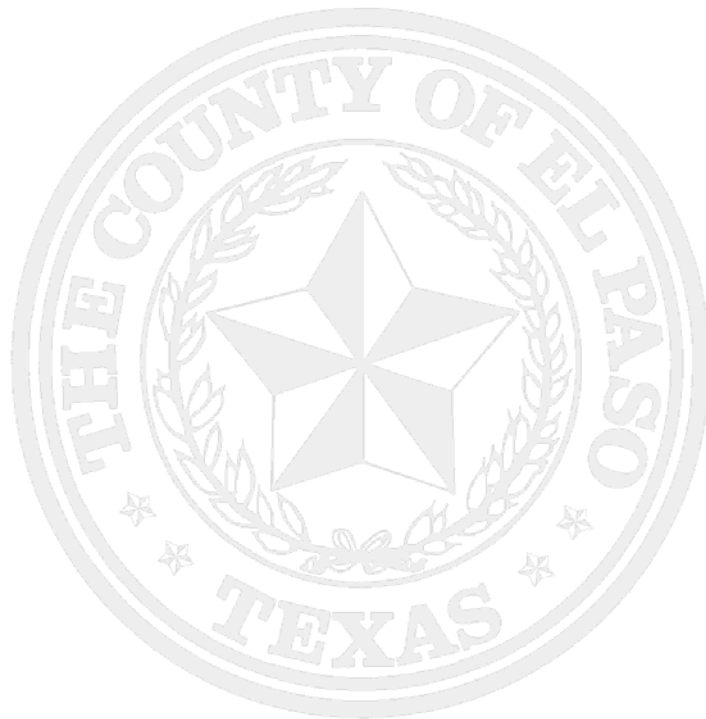
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Signature

\_\_\_\_\_  
Date

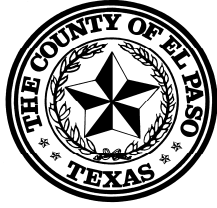
**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\*\***

# **RFP for the Operation and Management of the Overland Street Parking Lot.**

**RFP #09-069**



**Opening Date  
Wednesday, August 12, 2009**



**COUNTY OF EL PASO  
FACILITIES MANAGEMENT DEPARTMENT**

**BID/RFP SPECIFICATIONS  
NO. 09-069**

**TITLE** Operation and Management of Overland Street Parking Lot  
**APPROVAL DATE** 07/20/2009      **AGENDA ITEM #** \_\_\_\_\_  
**BID CONFERENCE?** UPON REQUEST      **OPENING DATE** \_\_\_\_\_

**All specifications submitted in this document from this point forward, must be included in the official posting and distribution of the bid as written in its entirety. Any omission, change, or variance of what is written must be approved by Saul Nañez or Monique Aguilar prior to official posting and/or distribution.**

**I. PROJECT INFORMATION**

**A. LOCATION OF PROJECT**

**Surface Parking Lot  
801 East Overland Street  
El Paso, Texas 79901**

**B. CONTRACT ADMINISTRATOR**

**Facilities Management Department**  
Saul Nañez, Facilities Manager  
Manuel Lucero, Assistant Facilities Manager  
Monique Aguilar, Executive Assistant  
Phone (915) 546-2009

**C. BID/PROPOSAL REFERENCES & DEFINITIONS**

1. The terms "County of El Paso", "El Paso County", "County", and/or "Owner", may be used interchangeably throughout this document and shall refer to the County of El Paso, a political subdivision of the State of Texas.
2. The terms "Vendor", "Contractor", "Bidder", and/or "Proposer" may be used interchangeably throughout this document and shall be used to identify the company, business, and/or individual who is identified on the Bid/Proposal package submittal and is authorized to enter in to a legally binding contract or agreement with the County of El Paso.
3. The terms "bid", "proposal", and "bid/proposal" shall be used to represent this document.

**D. QUESTIONS REGARDING THIS BID/PROPOSAL**

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

The Vendor may not submit questions beyond the scope of this RFP. Questions submitted must be directed towards the content of this RFP in a clear and concise

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

The Vendor shall refrain from making personal statements, comments, or expressing their personal opinions regarding this RFP, its content, or process in asking their question.

**E. WALK-THROUGH**

Unless otherwise stipulated, Vendors may contact the Facilities Management Department at 915-546-2009 to make an appointment for a walk-through. Appointments will be scheduled according to demand, usually between the hours of 8:30 a.m. and 4:00 p.m. and multiple Vendors may be scheduled at one time. **Under no circumstances may Proposer ask questions during the walk-through; if a Proposer violates this requirement at any time, the walk-through will be terminated immediately whether or not the tour is complete.** All questions must be submitted in writing to the County Purchasing Department in accordance with the procedures indicated in this instrument.

**F. FORMAT, SEQUENCE, & FORMS**

Responses to this Bid/RFP shall be submitted in the following format:

1. Typed or neatly printed in black or blue ink.
2. Standard 8 ½ x 11 paper.
3. Submittals may not be bound with glue, binding combs, or any type of permanent binding.
4. Submittals may be bound together with removable staples, clips, prongs, etc, or submitted in a 3-ring binder or report cover.
5. Submittals shall be indexed in sequential order as indicated in the Bid/Proposal Form (Attachment A).
6. If a Bid/Proposal Form is required in Attachment A, the Vendor must return all forms completed and include all required and optional documentation under the appropriate TAB identifier.

**G. COMPLETING AND SIGNING OF BID/PROPOSAL**

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

**H. COMMENCEMENT DATE**

The Vendor shall commence immediately upon award of the Bid/RFP all necessary processes and arrangements to perform the service(s) specified in this document, and an official commencement date will be determined as agreed to by both parties.

## II. SCOPE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the management and operation of the Overland Street Parking Lot. The County, as represented by its Purchasing Department, intends to use the results of this process to award a contract to one Vendor.

The County of El Paso, Texas as owner of a surface parking lot located in downtown El Paso, Texas hereby requests proposals from interested and qualified Parking Facility Operators desiring to operate the surface parking lot located at 801 E. Overland Street, El Paso, Texas for a period of one (1) year with three one-year renewal options. The management services provided will be in accordance with specific provisions of a management agreement.

The County Purchasing Department must receive all Bid/RFP's on or before the posted deadline.

### A. DESCRIPTION

The County of El Paso owns the Overland Street Parking Lot, which consists of approximately 32,488 square feet of property with 126 regular parking spaces, 4 disabled parking spaces, and three driveways. The Overland Parking Lot is located across from the El Paso County Administrative Offices Building (aka MDR Building) which houses several County departments. The building also houses the City of El Paso Municipal Court and Administrative Offices. The Overland Street Parking Lot primarily receives its revenue from short term parking for individuals and companies doing business at either the County or City offices, and monthly parkers from County, City, and Federal employees.

### B. QUALIFICATIONS

To be considered qualified, the Vendor must demonstrate at least five (5) years successful experience in the management and operation of at least two large public parking lots or facilities that each include a minimum of 50 revenue-generating parking spaces with gross receipts over one-hundred-thousand dollars (\$100,000.00) or more per year. The County of El Paso reserves the right to disqualify any Vendor who has had an agreement or contract cancelled, or legal action has been taken by a public agency for cause, including failure to perform, non-compliance, or illegal activity.

It is strongly preferred that the Vendor does not engage in or in anyway be associated with the operation of an automobile parking facility or parking lot within a five block radius for which it has the authority to determine the fee for parking and from which it derives a fee based on a percentage of revenues of such facility during the term of this Agreement; unless such facility is operated in conjunction with a revenue plan for the County of El Paso and said plan is approved in advance by the County.

If the Vendor owns or operates a parking facility or parking lot within a five block radius, the Vendor is **required** to submit a detailed Covenant Not To Compete Agreement (CNC), or equivalent legally binding contract, that is specific to the Overland Street Parking Lot and all property owned or operated by the Vendor within a five-block radius in which the Vendor has the authority to determine the

fee for parking and from which it derives a fee based on a percentage of revenues during the term of this Agreement and all future extensions.

**C. CURRENT OPERATIONS**

1. The Overland Street Parking Lot is currently an unmanned parking lot and does not have any gates or devices that would prohibit 24-hour parking.
2. The parking lot consists of 126 spaces, with forty-two (42) spaces designated at no charge for the County of El Paso. *Please note that the County is only requiring 25 designated parking spaces in this RFP (¶3B).*
3. The current parking rate is \$4.00 per day, which is established by the current operator. This rate will continue until a new rate is approved by Commissioners Court.
4. The current concession fee, rates, and revenue history are provided in the Bid/Proposal From Tab 2B.

**III. RESPONSIBILITIES/ REQUIREMENTS**

**A. MANAGEMENT AND OPERATION**

1. The selected Vendor shall provide management services and personnel necessary to efficiently operate the Overland Street Parking Lot. Subject to the final Agreement, the selected shall be required to provide the following services: invoicing and collection of payment for services regarding transient and contracted parking, enforcing County parking policies, and providing routine and emergency services.
2. The selected Vendor shall be solely responsible for the cleaning, maintenance, painting, and repair of the parking lot and all of its equipment or fixtures; all direct and associated expenses are considered operating expenses. Vendor is required to describe and explain methods of cleaning and maintenance.
3. **Environmental Protection Policies**
  - a. **“Blower” type equipment is not an acceptable method of cleaning the lot.**
  - b. **All dirt and debris must be collected through sweeping or mechanized enclosed collection and disposed of properly in accordance with local, state, and federal laws, as well as El Paso County Facilities Management Environmental Policies.**
  - c. **If a pressure washer is used, the parking lot must be cleaned of dirt, debris, and hazardous/toxic vehicle waste deposits prior to beginning pressure washing. Vendor must take precautions to prevent water, chemicals, and waste from pressure washing from being introduced in to stormwater drains, landscaping, foliage, etc.**
4. The Vendor shall provide first response to any problems that occur with the parking lot, equipment, or fixtures.
5. The Vendor shall assure safe surface conditions of the parking lot, driveways, and surrounding sidewalk in inclement weather including the

sweeping of water accumulation and using de-icing chemicals when necessary.

6. The Vendor shall assure that walkways, entrances, and exits are free of trash, debris, and obstructions.
7. The Vendor shall clean accumulated vehicle stains and deposits, including oil, gasoline, antifreeze, tar, and various common vehicle fluids from the surface parking lot at least four times per year. The Vendor shall use environmentally safe cleaners, methods, and procedures in cleaning the surface parking lot and follow all local, state, and environmental laws as well as policies established by the County of El Paso.
8. Vendor shall ensure that the parking lot meets all federal, state, and local laws, rules, ordinances, and regulations, including the Americans with Disabilities Act and Texas Accessibility Standards.

## **B. SPECIAL PROVISIONS**

1. The County of El Paso reserves the right to set parking rates, designate reserved parking areas, assign parking spaces, and establish policies. The Vendor shall submit their recommendation for parking rates, however the County reserves the right to accept the recommendation, or set the rate higher or lower.
2. The County of El Paso shall be allotted twenty-five (25) parking spaces to be assigned and issued at the sole discretion of the County. The Vendor shall designate twenty-five (25) spaces and clearly mark the spaces as reserved for County Authorized Vehicles.
3. If the Vendor issues parking permits as part of the company's standard operating procedures the Vendor shall provide twenty-five (25) permits to the County on an **annual** basis. However, **any County-marked vehicle** may park in spaces designated for the County, regardless of whether they have a permit displayed or not. The Vendor may not ticket, fine, or otherwise find a County-marked vehicle in violation if it is parked in one of the 25 designated County reserved spaces, regardless of whether the company's parking permit is displayed. This provision applies to the **COUNTY** of El Paso vehicles only. All other vehicles, including City, State, Federal and various law enforcement agencies, must follow the Vendor's standard parking policies and rates.
4. The County may, at the discretion of the Facilities Management Department, allow marked Vendor vehicles to park in the County reserved area on a temporary basis for a limited amount of time. The County shall provide the authorized Vendor with a parking permit temporarily, and will require the vendor to display an authorization issued by the Facilities Management Department on their dashboard with a clearly defined expiration date and County Seal watermark.
5. The Vendor shall, at it's own expense, install, maintain, and keep in good repair a payment station. The Vendor may, at it's discretion in this RFP install a booth operated full time by an attendant, may install a secured unattended payment station, or a combination of both.



6. The Vendor shall, at its own expense, install, maintain, and keep in good repair a sign that is clearly visible from a distance that advertises that the parking lot is open to the public and clearly states the parking rates.
7. The Agreement that results from this Request for Proposals constitutes the exclusive Agreement between the parties and supersedes any previous representations, agreements, or contracts, either written or oral. Its terms and conditions may not be altered without prior written consent of both parties.

**C. PARKING RATES**

Vendor shall include a Rate Plan in their proposal with a corresponding Revenue Plan based on the Rate Plan. The County reserves the right to accept, reject, change, or make exceptions to the Rate Plan. The Rate Plan and Revenue Plan will be evaluated within 30 days of effective renewal date in the contract that will be executed in conjunction with the award of this RFP. The County reserves the right to negotiate the renewal Rate Plan increases or decreases, and make appropriate adjustment to the Revenue Plan based on the new Rate Plan.

**D. UNMANNED OPERATION**

Vendor shall submit an RFP based on operating the Overland Street Parking Lot as an un-manned operation with a corresponding Rate Plan, Revenue Plan, and Operation Plan.

1. The Rate Plan shall include the Vendor's proposed rate that will be charged to monthly parkers and daily/transient parkers. The Rate Plan shall also include any proposed annual rate increases or decreases, with justification.
2. The Revenue Plan shall include the Vendor's proposed flat fee and/or percentage of revenue that will be paid to the County on a monthly basis. The Revenue Plan shall reflect any changes in annual revenue expectations based on the proposed Rate Plan changes.
3. The Operation Plan shall include the Vendor's operating plan, management approach, policies, and/or methodologies that will be used to manage the parking lot, collect money, assure transient parkers are paying the correct posted rates, and how illegal parkers will be handled.

**E. FINANCIAL ACCOUNTING RESPONSIBILITIES**

1. Accounting Vendor agrees to maintain throughout the term of the Agreement, and for a period of two (2) years thereafter, in accordance with general accepted accounting standards, such records as may be reasonably necessary for it to accurately record its Gross Revenues. The general form of Vendor's sales records shall be subject to reasonable approval of the County for compliance with the provisions of the Agreement and shall be subject to inspection or audit without notice by the County, its officers, employees and representatives, during the regular business hours of the parking lot or at the Vendor's business office throughout the Term hereof and thereafter. Such inspection or audit shall not reasonably interfere with Vendor's business activities. If audit shows a discrepancy of more than 3% in

Gross Revenues, then the cost of such audit shall be paid by the Vendor; otherwise, the County shall bear such expense.

2. Monthly Report Vendor shall report to the County aggregate Gross Revenues for each month it provides Services hereunder within fifteen (15) calendar days of the end of each month the Term of the Agreement.
3. Annual Audit Vendor agrees to submit to the County within sixty (60) days following the end of each contract year hereof an annual audit, in accordance with generally accepted accounting standards, of Vendor's business operation at the property for the year, signed by the Vendor and a certified public accountant.

**F. EMPLOYEE HIRING REQUIREMENTS AND SPECIFICATIONS**

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

**G. PROPERTY, EQUIPMENT, FIXTURES, ETC.**

The final executed Agreement will contain terms regarding laws and policies related to employment, environmental protections, procedures, and other relevant requirements that is not expected to impact the Vendor in such a way that they would not be able to meet the requirements of their RFP response.

All current equipment and fixtures owned by the County shall remain the property of the County. Any equipment or fixtures installed by the Vendor shall be approved by the Facilities Manager prior to installation; the stipulation of ownership shall be determined and written in to the forthcoming Agreement executed from this RFP.

**H. VENDOR'S UNDERSTANDING OF PROJECT AND SCOPE**

Each Vendor shall be held to have examined all areas and premises under consideration and confirmed full understanding of these specifications and the County's needs and satisfied him/herself that he/she is cognizant of all factors relating to requirements contained in these specifications as no extra charges or compensation will be allowed after Bid/RFP's are opened.

**I. SUB-CONTRACTING**

Vendor must declare their intention to use a sub-contractor to perform any one or multiple parts of this Bid/RFP, and identify all sub-Vendors in relation to the work they will perform as part of this Bid/RFP. Sub-contractors must meet all of the specifications, requirements, and qualifications of this Bid/RFP.

The Vendor shall guarantee all work performed by its sub-contractors. The Vendor may not use sub-contractors other than those specifically declared and identified in this bid, unless the Vendor first receives approval from the County of El Paso. Sub-contracting will not be permitted after the bid opening if the Vendor does not declare their intent to use a sub-Vendor in this bid. If the Vendor uses a sub-contractor, the Vendor will be required to secure and submit a Lien Waiver from their sub-contract prior to final payment.

#### **IV. INSURANCE**

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

- a. Commercial General Liability – Operator shall procure and maintain during the life of this Agreement, Commercial Liability coverage with a combined single limit of \$1,000,000.00 for bodily injury or property damage, to include not less than \$5,000.00 medical payments and excess liability coverage in the amount of \$1,500,000.00 under a commercial liability policy. The policy shall be endorsed to provide an Aggregate Per Location Endorsement. Any fellow employee exclusion shall be deleted as it applies to supervisory and managerial personnel.
- b. Workers Compensation – Statutory limits as per Texas law and Employer's liability with a \$1,000,000.00 limit.
- c. Crime Policy – Operator shall procure and maintain during the life of this Agreement, Crime policy insurance to include Employee Dishonesty in the amount of ten thousand dollars (\$10,000.00) per occurrence.
- d. Cancellation or Material Change Notice: The insurance policies providing the coverages specified in A through C above shall include Owner's Cancellation Notice Endorsement. A copy of the required endorsement is attached as part of Proposal Form.

Changes in Coverage Limits: If during the term of this Agreement, Owner determines that the limits of coverage are insufficient, Owner shall provide Operator with sixty (60) days written notice of any required changes. Operator shall submit to the Contract Administrator, within ten (10) days, new Certificate(s) of Insurance indicating that the required changes have been effected.

# **ATTACHMENT A**

## **BID/PROPOSAL FORM**

### **INSTRUCTIONS**

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

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

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

**Failure to follow the Bid/Proposal Form tab format and sequence requirements may result in disqualification.**

<b>TAB 1</b>	<b>COUNTY PURCHASING DOCUMENTS &amp; FORMS</b>
<b>TAB 2</b>	<b>PRICING &amp; PRODUCT / SERVICE DESCRIPTION</b>
<b>TAB 3</b>	<b>LEGAL IDENTIFICATION AND QUALIFICATIONS</b>
<b>TAB 4</b>	<b>STATEMENT OF FINANCIAL CONDITION</b>
<b>TAB 5</b>	<b>REFERENCES</b>
<b>TAB 6</b>	<b>SUB-VENDOR DECLARATION</b>
<b>TAB 7</b>	<b>INSURANCE / BOND REQUIREMENTS</b>

# **BID/PROPOSAL FORM TAB #1**

**Submit all Bid/RFP package documentation required by County Purchasing in this section.**

1. Proposal Schedule - Submit as 1<sup>st</sup> Page of Bid.
2. Notice to Interested Parties.
3. Bid Bond – Required if Bid/Proposal exceeds \$100,000. (A cashier's check in the amount of 5% of the total contract price, executed with a surety company authorized to business in the State of Texas is required to be included with Bid/Proposal at the time of opening.)
4. Certifications regarding lobbying, debarment, suspension, and other responsibility matters; drug-free workplace requirements; federal debt status, and nondiscrimination status and implementing regulations.
5. Proposal Conditions.
6. Health Insurance Benefits.
7. A performance bond, in the full amount of the contract, if the contract is in excess of \$100,000.00, for construction contracts.
8. Conflict of Interest Questionnaire (Form CIQ). Must be filed with the County Clerk no later than the 7<sup>th</sup> business day after submitting the response to this Bid/RFQ.

# BID/PROPOSAL FORM TAB #2A

## PROPOSED RATE PLAN

1. Proposed Parking Rate Plan:

\$ \_\_\_\_\_/Hour

\$ \_\_\_\_\_/Day

\$ \_\_\_\_\_/Month

2. Annual Increase (Optional)

\$ \_\_\_\_\_/Year

\_\_\_\_\_%/Year

3. **If the Vendor owns or operates a parking facility or parking lot within a five block radius, the Vendor MUST submit a detailed Covenant Not To Compete Agreement (CNC), or equivalent legally binding contract in this section. The CNC, or equivalent legally binding contract MUST be specific to the Overland Street Parking Lot and all property owned or operated by the Vendor within a five-block radius in which the Vendor has the authority to determine the fee for parking and from which it derives a fee based on a percentage of revenues during the term of this Agreement and all future extensions.**

4. Please attach in this section under Tab 2A:

- a. Explanation of proposed Rate Plan.
- b. Explanation of proposed annual increase (optional).
- c. Provide copy of Vendor's Monthly Parker Agreement.
- d. Operating plan or methodology that will be used to collect hourly, daily, or monthly parking revenues.
- e. Description of collection and bookkeeping practices and policies.
- f. Description of methods, policies, and/or procedures that will be taken to assure monies are paid and collected at the self-pay station.
- g. Description of action(s) that will be taken to prevent and/or deal with illegal parking.

# BID/PROPOSAL FORM TAB #2B

## PROPOSED REVENUE PLAN

All concession fees (revenue) shall be paid monthly, without demand, to the El Paso County Auditor and is due on the 15th of each month for the previous. Vendors may, but are not required to, submit a Revenue Plan for each option.

### Option 1

The Vendor shall pay the County a minimum of \$ \_\_\_\_\_ OR \_\_\_\_\_% of Gross Revenue, whichever is greater.

### Option 2

The Vendor shall pay a FIXED commission of \_\_\_\_\_% of Gross Revenue to the County of El Paso.

### Option 3

The Vendor shall receive a fixed management fee of \$ \_\_\_\_\_ and all Gross Revenue above and beyond the fixed management fee shall be paid to the County.

### Option 4

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

Please attach the following Projected Revenues and Expenses worksheet in this section.

### Projected Revenues and Expenses

Please provide projected revenues and expenses for five years. **NOTE:** Projections of more than 3% in consecutive years **MUST** be substantiated on a separate sheet following this worksheet.

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

### Overland Street Parking Lot Revenue History



**Current Parking Rate: \$4.00  
\$7,000 Or 77%, Whichever Is Greater**

Minimum of seven thousand dollars \$7,000.00 or seventy-seven percent (77%) of Concessionaire's Gross Revenue, whichever is greater, for each month during the Term of the agreement. Said concession fee is paid monthly, without demand, to the El Paso County Auditor, due the 15<sup>th</sup> of the month for the previous month. Penalty of one percent (1%) per month is assessed by the County against the Concessionaire for concession fee payments in arrears.

<u>MONTH</u>	<u>GROSS REVENUE</u>
Oct 2006	8,130.88
Nov 2006	8,227.15
Dec 2006	9,120.00
Jan 2007	8,527.55
Feb 2007	8,473.53
Mar 2007	13,499.54
Apr 2007	10,913.40
May 2007	11,411.66
Jun 2007	10,995.21
Jul 2007	10,016.61
Aug 2007	10,503.35
Sep 2007	10,405.69
<b>FY06-07 TOTAL</b>	<b>\$120,224.57</b>
Oct 2007	10,960.22
Nov 2007	10,940.14
Dec 2007	10,329.95
Jan 2008	11,908.04
Feb 2008	11,689.50
Mar 2008	12,785.93
Apr 2008	14,477.94
May 2008	12,433.30
Jun 2008	10,060.21
Jul 2008	10,716.81
Aug 2008	11,309.37
Sep 2008	9,658.65
<b>FY07-08 TOTAL</b>	<b>\$137,270.06</b>
Oct 2008	13,769.43
Nov 2008	8,513.18
Dec 2008	9,623.60
Jan 2009	9,731.90
Feb 2009	11,746.75
Mar 2009	11,999.16
Apr 2009	10,759.83
<b>FY08-09 YTD</b>	<b>\$76,143.85</b>

# **BID/PROPOSAL FORM TAB #2C**

## **PROPOSED OPERATING PLAN**

Please include the following in this section:

1. **Staffing Plan and Duties**
2. **Financial Accounting Practices & Methodology**
3. **Detailed and Itemized Maintenance, Cleaning, and Inspection Schedule**
4. **Environmental Plan For Cleaning Toxic/Hazardous Waste From Vehicles.**

# BID/PROPOSAL FORM TAB #3

## LEGAL IDENTIFICATION & QUALIFICATIONS

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

- 3.01 Legal Name of Business \_\_\_\_\_
- 3.02 Legal Description of Business  Individual  LLC  LLP  Corporation  
 Incorporated  Other \_\_\_\_\_
- 3.03 Address \_\_\_\_\_
- 3.04 City/County \_\_\_\_\_
- 3.05 State \_\_\_\_\_
- 3.06 Owner, President, Partners \_\_\_\_\_
- 3.07 Number of Years in Business \_\_\_\_\_
- 3.08 Accreditations, Certifications, etc. \_\_\_\_\_
- 3.09 Have you ever defaulted on a contract, or had a contract cancelled early? \_\_\_\_\_
- 3.10 If yes, please explain \_\_\_\_\_

# BID/PROPOSAL FORM TAB #4

## STATEMENT OF VENDOR'S FINANCIAL CONDITION

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

- 4.01 Is your business audited independently or internally? \_\_\_\_\_
- 4.02 If audited independently, please provide the name of the firm, contact name, address and phone number: \_\_\_\_\_
- 4.03 If audited internally, what is the name of your internal auditor, phone number, and his/her credentials: \_\_\_\_\_
- 4.04 Do you have any specialized business certifications or accreditations such as SOX? If so, please the state certification and/or association and indicate the length of time of your participation: \_\_\_\_\_
- 4.05 What standard Guidelines of Financial Reporting does your Company use? For example, the County follows GAAP (Generally Accepted Accounting Principals). \_\_\_\_\_
- 4.06 Specify the Reporting Procedures that Proposer will use to report revenue to the County; specifically, whether revenue will be reported when received or when billed. \_\_\_\_\_
- 4.07 Has a judgment ever been awarded against you, or your company, for default, non-compliance, non-performance, or non payment of a contract? If yes, please explain: \_\_\_\_\_
- 4.08 **Provide copies of financial documents:**
- 4.09 2007 and 2008 independently audited financial statements prepared by an independent Certified Public Accountant; OR
- 4.10 2007 and 2008 Income Tax Return, including Income Statements and Balance Sheets in the name of the Business; OR
- 4.11 2007 and 2008 Income Tax Return, including Income Statements and Balance Sheets in the name of the Owner if filing as an individual or LLC

# BID/PROPOSAL FORM TAB #5

## REFERENCES

5.01                    **Name of Company** \_\_\_\_\_  
5.02                           Representative \_\_\_\_\_  
5.03                                       Address \_\_\_\_\_  
5.04                                       Phone # \_\_\_\_\_

5.05                    **Name of Company** \_\_\_\_\_  
5.06                           Representative \_\_\_\_\_  
5.07                                       Address \_\_\_\_\_  
5.08                                       Phone # \_\_\_\_\_

5.09                    **Name of Company** \_\_\_\_\_  
5.10                           Representative \_\_\_\_\_  
5.11                                       Address \_\_\_\_\_  
5.12                                       Phone # \_\_\_\_\_

5.13                    **Name of Company** \_\_\_\_\_  
5.14                           Representative \_\_\_\_\_  
5.15                                       Address \_\_\_\_\_  
5.16                                       Phone # \_\_\_\_\_

5.17                    **Name of Company** \_\_\_\_\_  
5.18                           Representative \_\_\_\_\_  
5.19                                       Address \_\_\_\_\_  
5.20                                       Phone # \_\_\_\_\_

# BID/PROPOSAL FORM TAB #6

## SUB-CONTRACTORS

Vendor must declare their intention to use a sub-contractor to perform any one or multiple parts of this Bid/RFP, and identify all sub-contractors in relation to the work they will perform as part of this bid. Sub-contractors must meet all of the specifications, requirements, and qualifications of this bid. The Vendor shall guarantee all work performed by its sub-contractors. The Vendor may not use sub-contractors other than those specifically declared and identified in this bid, unless the Vendor first receives approval from the County of El Paso. Sub-contracting will not be permitted after the bid opening if the Vendor does not declare their intent to use a sub-contractor in this bid.

6.01      **Sub-Contractor Business Name** \_\_\_\_\_  
6.02                      Representative \_\_\_\_\_  
6.03                      Address \_\_\_\_\_  
6.04                      Phone # \_\_\_\_\_  
6.05      Sub-Contract Work To Be Performed \_\_\_\_\_

6.06      **Sub-Contractor Business Name** \_\_\_\_\_  
6.07                      Representative \_\_\_\_\_  
6.08                      Address \_\_\_\_\_  
6.09                      Phone # \_\_\_\_\_  
6.10      Sub-Contract Work To Be Performed \_\_\_\_\_

6.11      **Sub-Contractor Business Name** \_\_\_\_\_  
6.12                      Representative \_\_\_\_\_  
6.13                      Address \_\_\_\_\_  
6.14                      Phone # \_\_\_\_\_  
6.15      Sub-Contract Work To Be Performed \_\_\_\_\_

6.16      **Sub-Contractor Business Name** \_\_\_\_\_  
6.17                      Representative \_\_\_\_\_  
6.18                      Address \_\_\_\_\_  
6.19                      Phone # \_\_\_\_\_  
6.20      Sub-Contract Work To Be Performed \_\_\_\_\_

# BID/PROPOSAL FORM TAB #7

## BOND & INSURANCE

### 1. BID BOND

Bid/RFP's of \$100,000.00 or more, the Vendor 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 executed 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.

### 2. PERFORMANCE BOND (Public Works Construction Contracts)

N/A

### 3. Minimum insurance requirements, as described in ¶IV of this Bid/RFP.

## **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

## **COUNTY OF EL PASO PURCHASING DEPARTMENT**

MDR Building, 800 E. Overland  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

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

### **PROPOSAL CONDITIONS**

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

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).

5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.

18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

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

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

**NOTICE:**

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

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

# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

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

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

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
\* This page must be included in all responses.





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

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RE: RFP #09-069, RFP for the Operation and Management of the Overland Street Parking Lot.

Dear Vendor:

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

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

County Officers: County Judge Anthony Cobos  
Commissioner Anna Perez  
Commissioner Veronica Escobar  
Commissioner Willie Gandara, Jr.  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Linda Mena, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Saul Nunez, Facilities Manager  
Manuel Lucero, Assistant Facilities Manager  
Monique Aguilar, Executive Assistant

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

## COUNTY OF EL PASO PURCHASING DEPARTMENT

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

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-8180

### **VENDORS --PLEASE READ INSTRUCTIONS: Conflict of Interest Form (CIQ)**

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

RFP # 09-069

**1** Name of person who has a business relationship with local governmental entity.

**2**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

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

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

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

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

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

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

§ 176.001. Definitions

In this chapter:

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

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

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

(4) "Local government officer" means:

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

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

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

**COUNTY OF EL PASO, TEXAS**

**Check List**

**RFP for the Operation and Management of the Overland Street  
Parking Lot.  
RFP #09-069**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, August 12, 2009. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

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

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

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

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

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

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

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