



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

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Wednesday, May 7, 2014 to be opened at the County Purchasing Office the same date for Management of the Rural Transit Fixed Route Commuter Bus Program

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Wednesday, May 7, 2014
Management of the Rural Transit Fixed
Route Commuter Bus Program
RFP Number 14-014"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Friday, April 25, 2014, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

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.

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.

KENNIE DOWNING
Purchasing Agent



El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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



El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

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

(Company name)

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

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



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

Memorandum

To: All Vendors

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

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

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

EL PASO COUNTY SIGNATURE PAGE

Description – RFP # 14-014
Management of the Rural Transit Fixed
Route Commuter Bus Program
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and five (5) CD copies in Word/PDF Format of your proposal. CD copies must reflect the original hard copy.**

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (applicable for Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

Management of the Rural Transit Fixed Route Commuter Bus Program

RFP #14-014



**Opening Date
Wednesday, May 7, 2014**

I. INTRODUCTION

El Paso County (THE COUNTY) is seeking proposals from qualified companies to operate, with its own employees, the County's commuter bus program throughout the non-urbanized area of El Paso County. The seven (7) buses are provided by El Paso County.

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

II. BACKGROUND

El Paso County is located in the western part of Texas, which borders Mexico to the south and New Mexico to the west. According to 2010 census data, El Paso County has a population of 800,647 with approximately 151,526 persons living outside of the city limits of El Paso. The largest cities, towns, villages and unincorporated areas within the county are El Paso, Socorro, Horizon, Anthony, Canutillo, San Elizario, Fabens, Tornillo, Clint, Westway and Vinton. The County currently provides commuter bus service to these locations and to several colonias within the non-urbanized area of the county.

The County provides seven (7) vehicles to be used for this service. There are four (4) bus routes consisting of 24 total trips per day.

III. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

A. GENERAL INFORMATION

1. Issuing Office and Reply

This RFP is issued by the County of El Paso, Texas, with implementation of the program through El Paso County Rural Transit. During the proposal process, the El Paso County Purchasing Department shall be the sole point of contact for the purposes of this RFP.

2. Submission Requirements and Deadline

Submit one original and five (5) electronic copies in CD/DVD/flashdrive format no later than 2:00 PM MST (local time) on Wednesday, May 7, 2014 to:

El Paso County Purchasing Department
County of El Paso
800 East Overland Avenue Suite 300
El Paso, TX 79901

3. Schedule and Process

Date	Event
March 14, 2014	Issuance of RFP
April 25, 2014 at 12:00 p.m.	Deadline for Submission of Written Questions
May 7, 2014 at 2:00 p.m.	Proposals are due in the County Purchasing Department
End of April 2014	Anticipated Award of Proposal
Early May 2014	Contract Authorization and Signing
June 2014	Services Start Up Date

4. Terms of the Contract; Funding

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

IV. SCOPE OF WORK/CONTRACT PROVISIONS

Definitions

Contractor: The business entity that is offering their services in this Request for Proposals

General Manager: The employee hired by the Contractor to manage the employees and overall day-to-day operations of the commuter bus service contract.

County Project Manager: The El Paso County employee(s) responsible for ensuring the Contractor complies with the terms of the Commuter Bus Services contract.

Billable Time: Billable Time is the time the vehicle is in service carrying passengers (revenue time). Time between separate pieces of revenue work and the time it takes to go to and come from the point or points where vehicles are garaged or parked to the point or points where the vehicle goes into and out of service (deadhead time) are not billable. In most instances, this means that billable time will be the "first stop to the last stop" on the County approved bus route.

- Revenue Vehicle Hour: Refers to Billable time in hours. The fees for services will be based on the revenue hours, multiplied by the hourly rate. Estimated annual Revenue Hours are shown in the chart below.
- Run Cut: Drivers weekly assignment.
- Emergency Plan: Detailed plan of action that the Contractor has submitted to the County for approval including how traffic accidents involving County vehicles, traffic delays, and extreme weather will be addressed by the Contractor.
- Road Calls: Refers to calls for help to the Contractor dispatcher for a broken down bus or any other problem that would prevent the timely execution of the Services.

The Contractor shall directly operate and manage the fixed route commuter bus service in El Paso County as outlined in this RFP. The Contractor will ensure the delivery of the highest quality service and such service shall be in compliance with all applicable state and federal laws and regulations. The Contractor must have been in the business of providing passenger transportation for a minimum of five (5) years. Regular interaction with the County staff is required.

Fixed Routes and Estimated Revenue Hours

There are 4 fixed routes as shown in the chart below. All routes run daily Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday per the schedule established by the County. There are approximately 307 service days annually.

There is no service on: Sundays, and Holidays (New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day).

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

Routes	Estimated Daily Revenue Hours
Anthony/Canutillo	Monday – Saturday 7.12
Montana Vista	Monday – Saturday 14.85
Horizon City	Monday – Saturday 10.25
Fabens/Tornillo	Monday – Saturday 6.53
Total Daily Revenue Hours	38.75 Weekday Revenue Hours
Total Weekly Hours	232.50 Weekly Revenue Hours
Total Annual Hours	11,516 Annual Revenue Hours

The County does not guarantee the hours listed above.

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

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

SERVICE CHANGES

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

- a. **Minor Route and/or Schedule Changes** – *An example of a minor route or schedule change is: A change in the amount of time allowed between time points with no increase in actual route running time or changes to the beginning or end of the line times.* While the County will in most cases provide at least a one (1) week notice; as little as 24 hours notice may be given to respond to minor adjustments. Such changes will not require a revision of the bus operator work runs by the Contractor, though they may occasionally “unhook” two pieces of work. Minor adjustments, depending on the time frame allowed, may be given verbally and then confirmed by a written memo. Route and service modifications necessitated by recurring events (e.g., street closure) are also the responsibility of the Contractor, but must be approved by the County.
- b. **Major Route and/or Schedule Changes** - *Examples of major route or schedule changes are: Any change to the route (same streets utilized), any change to the beginning or end of the line times and any addition or elimination of trips to the schedule.* Major route changes are those that may cause the Contractor to revise the bus operator work runs. Except for emergencies, the County will make every effort to implement major service changes on a fixed predictable schedule in coordination with the Contractor’s periodic bus operator work run revisions. In most cases, the County will give the Contractor four (4) weeks written notice to respond to major changes requiring more drivers or major adjustments to work shifts. Contractor shall submit a proposed run cut within two (2) weeks of receiving a major change announcement from the County. The County shall endeavor to review, approve, and/or comment, if needed, within three (3) working days. The County reserves the right to approve all run cuts, as they serve as the basis for determining Contractor payment.
- c. **Route and Service Modifications Caused by Non-Recurring Events** (e.g., freeway accidents, weather, etc.) are the responsibility of the Contractor. In case of an emergency, the Contractor shall respond to modifications to service

immediately. When such non-recurring event will make other coordinated assignments of the vehicle more than 15 minutes late, the Contractor shall dispatch supplemental vehicle(s) to ensure such trip(s) are minimally impacted by the event.

- d. **Contingency Plan** - The Contractor is expected to take any necessary action to prevent or minimize inconvenience experienced by the passengers and make an effort to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a driver from making all scheduled pick-ups or completing the trip on time, the Contractor is expected to respond accordingly with a contingency plan. Contingencies might include “bumping up” driver trips assignments and/or dispatching replacement vehicles to cover late or “missed” trips in order to alleviate potential overcrowding which would otherwise result on trips scheduled to follow a missed trip. It may also include dispatching replacement vehicles from a staging area to reduce the time that passengers would otherwise spend waiting for the next trip. In the event of a disabled vehicle, it may involve diverting other buses to pick-up transferring passengers. Service disruptions or delays could include any of the following: an accident, mechanical failure, severe traffic back-up, detour or road closing, a driver’s failure to either report on-time or perform the run to which he was assigned, or improper training.
- e. **State, Regional or City-Wide Emergencies** – Upon declaration of any emergency by the Governor of Texas, the Mayor, or County Judge, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by the County as part of an Emergency Operations Transportation Services Plan. However, The County shall compensate the Contractor for service, which significantly exceeds the normal expense of operating the Service during such period of declared emergency.
- f. **Vehicle Breakdown** - The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum response time from the moment a trouble call is received until a substitute vehicle arrives shall not exceed 60 minutes. The County reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns. The failure to respond to a vehicle breakdown within the allotted time will subject the Contractor to liquidated damages outlined in this RFP.
- g. Contractor shall provide field supervisory personnel at strategic locations whenever emergencies or other non-recurring events affecting normal service take place.
- h. **Special Event Service** - The Contractor shall perform special services as authorized by County Commissioners Court. These services include but are not limited to seasonal routes, and special events assigned by the County. The Contractor shall make available to the County, the County’s buses and operators for these special marketing and promotional activities. The Contractor shall bill the County for the total hours required for the special activities. Such activities may involve operation of the vehicle as well as stationary exhibitions.

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

County-Supplied Vehicles

The County provides all revenue vehicles (buses) necessary for the services. The seven buses provided hold 16-18 passengers. Each vehicle incurs an average of 50,611 miles annually in performance of this contract. The table below lists the buses and current mileage. As there are four fixed routes, four buses will be in operation and the remaining three buses are used as spare/back-ups.

No	Year	Make	Model	Vehicle I.D. No	Mileage
1	2010	Ford	E450	1FDFE4FS3ADA41644	156,977
2	2010	Ford	E450	1FDFE4FSXADA41639	135,759
3	2010	Ford	E450	1FDFE4FS4ADA41653	153,443
4	2010	Ford	E450	1FDFE4FS7ADA41646	155,115
5	2010	Ford	E450	1FDFE4FS5ADA41645	152,364
6	2010	Ford.	E450	1FDFE4FS5ADA41648	153,074
7	2010	Ford	E450	1FDFE4FS6ADA41637	157,530

Support Vehicles

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

Radio Communication Equipment

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

used for dispatching. In addition, hand held mobile units shall be provided for all field/street supervisors and other personnel as needed.

The Fare System

The County anticipates a fare system for the Commuter Bus Service of a \$2.00 one-way cash fare. No Sun Metro fare cards, passes or transfers will be accepted. The Contractor will be responsible for the proper administration of the fare structure. These vehicles are already equipped with non-registering drop-type fare boxes. Passengers will pay the Contractor with cash on each trip. On a weekly basis, the Contractor will submit all fare revenue to the County.

REQUIRED INSURANCE COVERAGE – (The insurance requirements listed here shall override Item #25 - Proof of Insurance as listed in the County’s General Provisions.) A copy of all required insurance, bond, and liability documents shall be supplied to the County prior to the effective date of the contract.

The Contractor will maintain physical damage, bodily injury, collision, and liability insurance on all vehicles, including County-owned buses. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate.

The Contractor shall provide coverage for physical damage on the County-owned buses on a stated amount basis.

Said policy shall name the El Paso County as additional insured and loss payee. The Contractor will pay any deductible on such policies. Deductibles and self-insured retainers, if any, will be identified in the proposal. Insurance coverage shall cover the contractor and any subcontractors. Proposers must also identify their insurance agents and underwriting company which shall be authorized to do business in Texas.

All accidents and incidents must be reported to The County during the next business day.

Fidelity Bond

Providing blanket employee dishonesty, including faithful performance covering the Contractor, its agents and all employees, officers, directors and any independent Contractors in an amount of not less than one hundred thousand (\$100,000).

Worker’s Compensation and Employers Liability

The Company shall meet the statutory requirements of the State of Texas and provide Employer’s Liability insurance with a limit of one million dollars (\$1,000,000) per occurrence.

Each insurance policy will contain the following clause: “It is agreed that these policies will not be canceled nor the coverage reduced until thirty (30) days after El Paso County has been notified in writing of such changes, reductions or cancellations.”

Other Requirements

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

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

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

Commuter Bus Operations Facility

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

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

- a. The Contractor shall provide all inspection, repair, cleaning, and maintenance services for buses, support vehicles, office and computer equipment, software, communications equipment, and all other equipment as needed for the operation. Acceptable service standards shall be established by the County. The Contractor shall maintain and service buses and equipment in accordance with manufacturer's recommended procedures and standards customarily utilized in the transit industry with respect to similar mass transportation operations. The Contractor will develop and implement a formal plan for the maintenance of the buses. At the expiration of this Agreement, the Contractor shall return such equipment and materials to the County in a condition consistent with good preventive maintenance practices.

- b. All buses shall be subject to inspection and approval by the County. The County reserves the right to inspect the bus equipment and/or the records for maintenance of said equipment, at any time; such right to inspect shall include access to Contractor's facilities. All determinations by the County as to the appearance, cleanliness, and condition of a bus shall be final; however, the Contractor shall not be relieved of its duty to maintain the buses in sound and safe condition.
- c. The bus operations facility shall be equipped with all necessary mechanics and other personnel to adequately maintain and service the vehicles and other equipment owned by the County. The Contractor shall be responsible for the purchase of all parts, tools, and equipment required to maintain the equipment.
- d. The Contractor may provide bus maintenance by subcontract or through a private automotive repair shop authorized to perform auto repairs in the state of Texas. The maintenance facility, maintenance subcontractor or automotive repair shop must either have a hydraulic lift or the Contractor must provide a mobile lift capable of lifting the equipment it is assigned.
- e. The Contractor may choose to separately locate operating and maintenance facilities.

Personnel and Program Administration

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

- a. Operating all services to the levels and standards required as described in this RFP as well as any additional service added to this contract by the County;
- b. Providing drivers, maintenance, supervisory, and administrative personnel;
- c. Establishing all employment policies relative to Contractor's personnel;
- d. Establishing a complaint response policy;
- e. Providing a disaster recovery plan - A written disaster recovery plan to be used in the event of a fire or any other disaster. This disaster recovery plan should include off-site storage or backup information.
- f. Developing driver training and testing programs;
- g. Developing administrative, safety and security procedures, performance statistics, and financial records;
- h. Developing methods to maximize service efficiency and reliability;
- i. Performing or assisting County staff in carrying out operational planning, scheduling, blocking, run-cutting and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct the problem;
- j. Executing data collection and gathering services as requested;
- k. Attending any meetings as requested by the County.

- I. Implementing all Federally required programs such as FTA Drug and Alcohol Testing and ADA Compliance.
- m. The Contractor shall provide an exclusive office telephone and telephone number for access by the public in English and Spanish to obtain route and schedule information for all routes. Phone access should be available Monday through Saturday between the hours of 7:00 a.m. and 5:30 p.m. A recording device shall also be provided to receive messages when the phone line is busy.

GENERAL MANAGER

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

The General Manager shall conduct the day to day operations of the Commuter Bus Program including but not limited to managing all staff, maintaining the financial books and records pertinent to the services outlined in this RFP in conformance to the standard accounting practices, provide guidance and oversee all operational activities, be responsible for the receipt, collection and deposit of all fare revenues received in day to day operational activities of the program, be responsible for all vehicle and equipment is maintained according to their respective maintenance schedule, as directed by the County

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

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

Duties:

- The hiring and discipline of personnel;
- Training and scheduling of all regularly assigned project personnel;
- Arranging the assignment of backup personnel whenever necessary;

- Managing the performance of subcontractors per the terms of this RFP;
- Distribution and collection of operating reports;
- Daily monitoring and security of all fare collection proceeds;
- Preparation of monthly summaries of operations data;
- Maintenance of project accounts;
- Preparation of a monthly invoice;
- Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner; and
- Accident review and analysis and reviews for accident culpability.
- Provide both on-line supervision and management of the project's accounts and operating records.

SUPERVISORY STAFF

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

PERSONNEL

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

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

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

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

WAGES AND POLICIES

The Contractor shall pay the wages and provide benefits for its employees, and shall cause the withholdings to be made as required in the performance of this contract. Without any additional expense to the County, the Contractor shall comply with the

requirements of employee liability, worker's compensation, unemployment insurance, social security and any other current and future legal requirements. The Contractor shall hold the County harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

13C AGREEMENT

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

SUBSTANCE ABUSE TESTING

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

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

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

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

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

- a. **Proper Licensing** – The Contractor must secure the services of a Department of Health and Human Resources certified Testing Laboratory, use an Evidential Breath Testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Contractor's Medical Review Officer (MRO), Breath Alcohol Technician (BAT), and Substance Abuse Professional (SAP)

must all be properly certified and licensed according to 49 CFR Parts 655. Prior to the beginning of this Contract, the successful Contractor shall submit copies of all required licenses and certifications for these individuals, labs, and devices to the County. At any time should any of the individuals or firms listed above be changed, the Contractor shall notify the County within 72 hours.

- b. **Confidentiality** – To the extent permitted by law, the County shall have access to test results and other documentation that the Contractor’s General Manager has access to. The County shall have access to the names of the Testing Laboratory, Medical Review Officer (MRO), Breath Alcohol Technician (BAT), and Substance Abuse Professional (SAP).

REMOVAL/REASSIGNMENTS/ABSENCES

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

VEHICLE OPERATORS

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

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

- a. Vehicle operators must have and maintain a valid Commercial Driver’s License (CDL) with passenger endorsement:
 - 1. No more than one moving violation for each year of the last five (5) years prior to application for this program;
 - 2. If license has ever been suspended, applicant must have two full years with no violations; and
 - 3. Under no condition will an applicant be accepted as a driver for this program if (1) they have been convicted of a felony; or (2) have any record of drug or alcohol offense even if evidence of rehabilitation is presented (e.g. driving while under the influence).
- b. Each operator must submit to a medical examination every two years from the startup of service.
- c. Operator shall not be under the influence of alcohol, controlled substances, or prescription medication that impairs their ability to safely perform the services. Any drug testing and surveillance efforts on the part of the Contractor shall be explained to vehicle operators.
- d. Operator shall not be subject to outstanding warrants for arrest.

- e. Operator shall be able to read, write, and speak English.
- f. Operator shall be able to count money and understand the County's fare structure.
- g. Operator shall have the ability to learn the routes and service area. Drivers must be supplied with appropriate, up-to-date street maps or GPS devices.
- h. Operator shall be responsible for knowledge of the service system design.
- i. Operator shall be sensitive to passenger needs.
- j. Operator shall be able to handle complaints and problems as required. Personnel must also report all passenger complaints and operational problems to the County's program manager within twenty-four (24) hours of discovery.
- k. Operator shall maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.
- l. Operators shall not be permitted to take the County's buses home or to a residential area for the purposes of overnight parking.

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

VEHICLE MAINTENANCE PERSONNEL

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

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

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

EMPLOYEE TRAINING

- In order to encourage quality customer service the Contractor shall make its employees available for orientation by County staff. These orientations will last up to a maximum of 2 hours. County-conducted training will take place at the beginning of the contract period and whenever a new employee is hired. The Contractor will notify the County of each new employee's start date in order for the County to schedule the County-conducted training.

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

OPERATIONS ADMINISTRATION

- 1) All bus operators must wear a shirt identifying the County as the Sponsor of the service. The shirt will be provided by the Contractor and will be selected upon mutual agreement of the County and the Contractor. At all times while performing their duties on the route, vehicle operators must maintain a clean and neat appearance.
- 2) All operators must display a picture identification badge identifying the County and the bus operator by name. Badges must be visible to passengers.
- 3) Drivers shall perform a pre-trip inspection of their vehicle prior to the beginning of the service shift.
- 4) Drivers must stop at every route stop on the schedule and at other safe locations when flagged-down by a passenger. Drivers must call out each route stop to the passengers on the bus in accordance with ADA regulations.
- 5) Drivers must be prepared to operate the Wheelchair Lift and to assist any person in need of assistance onto the bus at any stop. Wheel chair lift shall be part of the driver's pre-trip inspection.

- 6) Statistical Counts and Counting Devices - Bus operating personnel shall make manual and automated counts on their buses that the County shall deem necessary. Such statistics may be passenger counts by fare category; notations of boarding and alighting locations or changes in trip manifest information. These counts may be by observation and recorded manually, through the use of manually operated counting devices. The County will provide training to the Contractor's designated supervisory and/or instructional personnel. The Contractor shall provide this training to all of its affected bus operators, mechanics and other personnel that use or repair the equipment. Such statistical data, whether manually or electronically collected and/or recorded shall be made available to the County daily and/or as otherwise specified. Such information shall be formatted as specified by the County.

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

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

- 7) Passenger surveys shall be used as documentation of services. These surveys will be administered by drivers, staff or other authorized representatives of the County. It is the responsibility of the Contractor to ensure the cooperation of all personnel pertaining to survey work, including the distribution of survey questionnaires and other such tasks.
- 8) The County is responsible for all advertising, media, and marketing information. Other than the County name and emblems, there shall be no advertising, marketing, or similar information or signs on any County buses. Other than County information, bus timetables and maps, Contractor may not distribute any advertising, marketing information or similar to passengers or otherwise use the bus for advertising or marketing purposes.

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

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

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

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

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

11) Revenue Handling Plan

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

- a. All cash, tickets must be stored in secure areas.
- b. The revenue room or any other area where the Contractor is handling fares shall be subject to random inspections by County staff and/or external auditors.
- c. Perform weekly written reconciliations of revenue collected with ridership information. The format of the reconciliations must be reviewed and approved by the County.
- d. The Contractor shall forward a check to the County totaling all the collected farebox revenues for the preceding week by Wednesday of the following week.

- e. On a monthly basis, Contractor shall submit the revenue reconciliation reports to the County Auditor's Office. A copy of the revenue reconciliation report must accompany the monthly invoice.

12) Vehicle Maintenance

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

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

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

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

Unclean Buses - Any vehicle found by the County to not be in compliance with these vehicle appearance provisions will be removed from service immediately without limiting the Contractor's service obligations. In addition,

the Contractor shall be subject to the liquidated damage provisions concerning vehicle appearance and/or deficient vehicle condition. Once all required actions have been completed by the Contractor to correct any deficiencies found within this provision, the County must inspect and approve prior to placing back into service.

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

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

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

- a. If the price for unleaded RFG gasoline fluctuates plus (+) or minus (-) \$0.25 from the stated price for unleaded RFG gasoline as stipulated in the Oil Price Information Service (OPIS), PADD 3, Average price for El Paso, Texas effective on the date set for receipt of proposals, then the difference between the cost per gallon shall be multiplied by the actual number of gallons used in the transportation service for each month. The calculation for adjustments shall be made every six months. The OPIS is published weekly by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852-3030. Such fuel costs shall be the base rate from which fuel cost adjustments may be made.

- b. Escalation/De-escalation adjustments for unleaded RFG gasoline shall be made each month, with the first adjustment being effective on the first day of the contract service. The first adjustment will be predicated on the OPIS issue published for the Monday immediately preceding the commencement of contract service. All subsequent adjustments will be predicated on the OPIS issue published on the first Monday of each month thereafter.
 - c. The Contractor agrees to submit such documentation of fuel usage as the County may require, including copies of receipts, charge slips, fuel supplier or vendor names and addresses, vehicular mileage figures, and test confirming quality of fuel equal to that required by this contract, and other data which may substantiate the use of appropriate fuel. The County will not be obligated to make any fuel cost adjustments absent such documentation. The County reserves the right to calculate and determine exact increase or decrease adjustment based on such documentation and other data developed or gathered. The Contractor covenants that it will, to the maximum extent practicable, obtain fuel at the lowest price available, and agrees that the County may require certification by the Contractor of its fuel usage on each invoice submitted.
- 13) Facility Maintenance - The Contractor shall maintain the interior and exterior of its facilities, including kitchens, bathrooms, and lounges in neat and clean conditions, free of trash and debris at all times. This includes the employee parking areas, bus yard and all other areas clean and clear of debris. The Contractor is completely responsible for all custodial trash removal and waste handling. All floors shall be swept once a day and oil spills shall be cleaned immediately.
- 14) Modification and Repair of Bus Destination Signs - In the event of route changes that affect the destination sign readings, the County will specify the change in writing and the Contractor will revise the destination sign to reflect that change. The Contractor shall perform any required maintenance to ensure constant display of all revenue vehicle destination signs.

RECORDKEEPING AND REPORTING

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

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

FINANCIAL RECORDS

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

INVOICES

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

MANAGEMENT INFORMATION SYSTEM (MIS)

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

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

- a. **Daily Operations Report:** No later than 3:00 p.m. on the following business day, the Contractor shall submit a Daily Operations Report in a format approved by the County. This report shall summarize the previous day's operations activities including a weather report, driver reporting, identified missed trips, road calls, additional/added miles and hours, number of vehicles in preventative maintenance status, number of on-time trips monitored, number of complaints/compliments received, traffic conditions, vehicle accidents/incidents, personnel levels, and driver training status. All unusual circumstances regarding the daily operations should be noted on this form. Identifying a missed trip on this form shall constitute a proper report of such error and avoid the "Non-Reporting" liquidated damage amount.
- b. **Monthly Report:** Key monthly ridership statistics (ridership, complaints, breakdowns, and route revenue) must be included in the monthly report. The monthly report shall be submitted in a format approved by the County no later than the fifteenth (15th) day of the following month. In the event the 15th is a Saturday or Sunday, the report must be submitted on the following Monday by 3:00 p.m.

- c. **Operator Reports:** The Contractor shall require the driver of each bus to collect data and prepare a daily report to provide all necessary information to update the MIS database. The Contractor shall at all times maintain such reports.
- d. **Performance Reports:** The Contractor shall from time-to-time be requested to prepare and deliver bus service performance reports and other data in addition to or as a substitute for the data required to be reported as part of the MIS submissions.

PASSENGER COMPLAINTS

- a. **Complaints Received By The Contractor:** The Contractor's employees may receive complaints from time to time, and will be the principal recipient of customer inquiries or complaints on the buses. All Contractors' employees shall document operational problems or passenger complaints using a form to be approved by the County. Comments shall be transmitted to the County within forty-eight (48) hours of the complaint via e-mail or fax. Failure to submit complaints will subject the Contractor to liquidated damages outlined in this RFP.
- b. **Complaints Received By the County:** The County receives a comment/complaint and forwards the paper copies to the Contractor for investigation and response either via e-mail or fax. The Contractor shall maintain a computerized tracking mechanism to follow these complaints through the investigation process and follow-up to the County. Within three (3) working days of receiving a documented customer comment, the Contractor shall provide the County with all required information regarding the bus operator's name, bus number, and location. The Contractor will provide a written response to the comment noting any personnel actions such as discipline or retraining that will occur. The County places great importance upon the timely and thorough resolution of passenger complaints. The Contractor will be required to attach the same significance to each passenger complaint.

VEHICLE RECORDS

The Contractor shall maintain a complete vehicle history of every vehicle provided within this program. The fleet maintenance system shall be automated and be part of the Contractor's electronic MIS report. The Contractor shall maintain an individual file for each revenue vehicle, to include by date of action, all preventive and repair maintenance functions including: warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and any other pertinent maintenance data. Paper and electronic versions of these files shall be organized by vehicle number. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall make available complete copies of all vehicle files to the County at the end of the contract. The Contractor shall submit a summarized vehicle maintenance report by the fifteenth (15th) of each month. The report

shall be in a form mutually agreed to by both parties.

VEHICLE DEFECT REPORTS

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

ACCIDENT/INCIDENT REPORT

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

Accident/incidents include:

- Collisions between a County vehicle and another vehicle, person or object;
- Single vehicle accidents or incidents;
- Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle; disturbances, fainting, sickness, deaths or assaults;
- Accidents the bus driver witnesses;
- Vandalism to the vehicle while in service;
- Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Contractor or the County;
- Any passenger, driver, supervisor, and service complaint that arises from an accident;
- If the accident/incident involves injuries or extensive property damage, the County shall be notified immediately;
- Accidents or incidents that occur at the operating facility.

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

OTHER REPORTS & LOGS

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

- a. Driver pre-trip inspection logs;
- b. Daily dispatcher report;

- c. Daily driver logs by run;
- d. Daily road call reports;
- e. Farebox information by driver run by day;
- f. Records for bus operating personnel as required to meet USDOT Commercial Driver Regulations; and
- g. Other information as deemed appropriate.

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

QUARTERLY AND ANNUAL REPORTS

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

LIQUIDATED DAMAGES

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

Description	Assessment
Early Trip- If bus departs in advance of the scheduled departure time	\$200 per occurrence
Late Trip – Bus departs more than 5 minutes; but less than 15 minutes after scheduled departure time.	\$25 per occurrence
Late Trip – Bus departs more than 15 minutes after scheduled departure time.	\$50 per occurrence
Incomplete Trip – If a service trip is not complete in its entirety.	\$150 per occurrence
Missed Trip – If the Contractor fails to operate a trip. Missed trips also include interlined, passed, or combined trips. If a service trip departs later than next scheduled departure, at any location along a route it shall also be deemed a missed trip.	\$200 per occurrence
Failure to Report a Missed Trip - If the Contractor fails to report any Missed Trips on the Daily Operations Report submitted to the County.	Above fines are doubled.
Vehicle Breakdown - If a replacement vehicle is not provided within 2 hours of a reported breakdown. Service revenue vehicle hours not completed will also be deducted.	\$200 per occurrence
Driver out of Uniform - Shirt, badge. Grooming not compliant with Policy.	\$50 per occurrence
Collecting Correct Fares - If any Contractor employee fails to collect the correct fare or does not correctly record the fare collected. Liquidated damages for incorrect fare collection may only be invoked on the second or later documented occurrence with any one (1) operator.	\$50 per occurrence
Proper Destination Signs - Failing to show the proper vehicle message sign(s), including front and side signs.	\$100 per occurrence
Driver unsafe operation of vehicles	\$300 per occurrence
Incidents, unauthorized usage of hand held communications devices. Red light and other traffic violations by operators.	\$100 per occurrence
Notice/ Rider Alert Distribution Posting - Failure to post the County's notices in highly visible places and distribute such notices to each boarding passenger.	\$25 per occurrence
Driver Training/Records - If the Contractor uses inadequately or improperly trained vehicle operators in revenue Service (except during training when accompanied by a supervisor or trainer).	\$200 per occurrence

Description	Assessment
Failure to initially check or monitor vehicle operators' driving records or using vehicle operators with unacceptable driving records in revenue service.	\$200 per occurrence
Inadequate Management / Administrative Staffing - The Contractor is responsible for maintaining key administrative personnel positions filled and to notify the COUNTY of any absences or vacancies. Failure to have key personnel on staff at least two (2) weeks prior to the first day of Service of the project, or failure to replace vacancies in key personnel within sixty (60) days with approved replacements.	1.5 times the daily prorated amount of that position's salary and fringe benefits from current moneys owed to the Contractor.
Telephone Route and Scheduling Information – The Contractor fails to provide an exclusive telephone and telephone number, a message –recording device or adequate personnel to communicate in English and Spanish with the public concerning all County routes.	\$100 per day
Late / Inaccurate Reports - If the Contractor fails to comply with the County's reporting requirements either by submitting reports after the due date and time or by submitting inaccurate reports.,	\$50 for each day the report is overdue.
Accident / Incident Reporting - If Contractor fails to report an accident or incident according to the County's requirements	\$50 for the 1st occurrence, \$100 for the 2nd occurrence \$200 for each occurrence thereafter
Complaint/ Customer Comment Reporting - If the Contractor fails to maintain the required <u>Passenger Comment Database</u> , or if the Contractor fails to report customer comments to the County.	\$50 for the first occurrence, \$100 for the 2nd and subsequent occurrences.
The following events shall be assessed upon observation of infraction by County personnel, two (2) verifiable passenger regulatory/inspection agency:	
Description	Assessment
Vehicle Cleaning - If any bus fails to comply with the requirements regarding vehicle cleaning.	\$100 per occurrence.
Preventative Maintenance Intervals - Failure to complete vehicle preventive maintenance at the approved intervals.	\$200 per occurrence and \$50 per day the maintenance is overdue.
Vehicles Taken out of service - If any Service vehicle is shut down as a result of a failed inspection by any regulatory agency, the County or an agent of the County acting on our behalf.	\$300 per day per vehicle during the shutdown.
If the Texas Department of Public Safety, TxDOT or other regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the buses shall not operate.	\$300 per vehicle per day until a satisfactory inspection report is obtained.
Deficient vehicle condition - In the event any revenue vehicle is rejected temporarily by the County as a result of deficient vehicle condition or appearance.	\$200/day/vehicle until the condition is satisfactory to the County.
Heating and air conditioning performance - If a vehicle is reported to operate without heating or air conditioning or is otherwise in violation of the heating and air conditioning standards.	\$100 per incident.

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

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

TRANSITION SERVICES AT END OF CONTRACT

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

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

- ii. Providing such other reasonable services needed to effectuate an orderly transition to a new Contractor.

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

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

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

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

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

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

PROPOSAL FORMAT

Offerors must submit an original and four (4) electronic copies in CD/DVD/Flash Drive format. Proposals shall be organized and formatted according to the headings below:

El Paso County Signature Page: This page is included in the RFP.

Transmittal Letter: A brief introductory letter on the Company letterhead to introduce the Offeror's Proposal. The letter must state that proposal prices are valid for the period of 90 days. It must be signed by an individual who is authorized to commit the Contractor to the services and requirements stated in this RFP and detailed in the Offeror's Proposal.

Identification of Confidential Content: The County is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Proposals submitted in response to this RFP are subject to release as public information. If the Offeror believes that the Proposal, or parts of it are confidential, as proprietary information, they must specify that either all or part is excepted, and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All proposals or parts of the proposal which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against The County or its agents for its determination in this regard. Note: Marking your entire proposal confidential/proprietary is not in conformance with the Texas Freedom of Information Act.

Table of Contents:

Executive Summary:

A brief highlighting of the Contractor's Proposal submission. The Offeror shall provide a statement explaining why the company would be most qualified to handle this account, including mention of any past experiences in service to transit organizations and other public agencies. The Offeror shall also provide a statement of its independence from any direct affiliation with the County. The summary is also the Offeror's opportunity to identify any exceptions being taken to any of the RFP requirements or attachments. NOTE: Offeror exceptions to terms and conditions of this RFP and attachments may result in having the Offeror's Proposal deemed unacceptable or classified as not reasonably suitable for an award. If a prospective Contractor takes no exceptions, the Executive Summary should specifically so state.

Response to Statement of Work Requirements:

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

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

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

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

Offeror's Experience and Capability

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

Subcontractors (if any)

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

Proof of Financial Capability

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

Legal Actions Summary

The prospective Contractor shall include the following:

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

Required County Forms:

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

Attachment A: Proposal Affidavit: Completed by Offeror.

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

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

Attachment D: Price Proposal Form: Completed by Offeror

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

EVALUATION PROCESS

Evaluation of the bids will be performed by a committee formed for that purpose. Evaluations will be based on the criteria set forth below. The County Evaluation Committee will evaluate and select the Proposal that best addresses the requirements of the project within the parameters of the budget available. The County Evaluation Committee at its discretion reserves the right to establish a cap for the number of qualified responsive contractors for its initial round of evaluations. **NOTE:** The County reserves the right to reject any or all proposals in whole or in part. The County further reserves the right to remove or consider as optional any requirement delineated in the Statement of Work section of this procurement.

- Offeror's Organizational Experience in providing, implementing, and servicing relevant services. Offeror's response to the Scope of Work (25 points)
- Experience/Capability/Accessibility of Persons Assigned to the project (including Subcontractors) (25 points)
- Offeror's Reference Check Information (5 points)
- Offeror's Safety Record (5 points)
- Offeror's Price Proposal (40 points)

Therefore, the maximum possible score for the highest evaluated technical Proposal = 100 points

Proposals will be ranked and the highest-ranked Proposal will be recommended to Commissioners Court for award.

IMPORTANT NOTE

When it is in the County's best interest to do so, the Purchasing Agent may permit Offerors who have submitted qualified proposals to revise their initial proposal price and submit, in writing, best and final offers (BAFOs).

ATTACHMENT A: PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business]

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:

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

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

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

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

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

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

private contract;

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

**D. AFFIRMATION REGARDING DEBARMENT
I FURTHER AFFIRM THAT:**

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

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

E. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

G. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

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

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

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

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

I FURTHER AFFIRM THAT:

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

Name:

Address:

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT:

This Affidavit is to be furnished to the El Paso County Purchasing Agent and may be distributed to units of (1) the State of Texas; (2) counties or other subdivisions of the State of Texas; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Texas, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Proposal or Proposal shall be construed to supersede,

amend, modify or waive, on behalf of the State of Texas or any unit of the State of Texas having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Texas with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the Contract.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT B: DBE GOOD FAITH EFFORT FORMS

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

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Name of Offeror's Firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of Offeror's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE Firm:

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

Affirmation

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

By _____
(Signature)(Title)

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

(Submit this page for each DBE subcontractor.)

**ATTACHMENT C: ACKNOWLEDGMENT OF ADDENDA - EL PASO COUNTY RFP
Management of the El Paso County Rural Transit Fixed Route Commuter Bus
Program**

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Offeror:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

ATTACHMENT D: PRICE PROPOSAL FORM

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

Company Name

Street Address

City / State / ZIP

Authorized Signature

Printed Name of Signer

Title

Phone

E-mail

Date

The County plans to operate 11,516 revenue vehicle hours. The Proposed hourly rate shall apply to hours ranging from 6,000 – 16,000 hours. Should service be increased or decreased outside of this range, the alternate hourly rate would be applied.

Description	Revenue Range	Hour	Hourly Rate
Estimated Revenue Vehicle Hours = 11,516	6,000 - 16,000		\$
Alternate Hourly Rate - if annual hours decrease to less than 6,000	<6,000		\$
Alternate Hourly Rate - if annual hours increase to over 16,000	>16,000		\$

ATTACHMENT E: REQUIRED CERTIFICATIONS AND ASSURANCES

I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2011 Certifications and Assurances, and shall download the same at: <http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf>.

A. Disadvantaged Business Enterprises (DBE) Certification

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

B. Access to Third Party Contract Records

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

C. Interest of Members of or Delegates to Congress

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

D. Prohibited Interest

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

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

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

F. Energy Conservation

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

G. No Obligation by the Federal Government

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

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

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

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

- (2) **Violation**; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.
- (5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the

costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements FTA may issue.

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

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

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

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

L. Incorporation of Federal Transit Administration (FTA) Terms

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

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

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

N. Right of the Federal Government to Terminate

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

O. Disputes, Breaches, Defaults, or Other Litigation

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

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

P. Fly America

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

Q. Recycled Products

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

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or

Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S.

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

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

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

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

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

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

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water & Air

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

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

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

A. Buy America (Check where applicable):

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

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

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

B. Non-Lobbying

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

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

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

Lobbying and Disclosure Certification

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

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

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

VI. CERTIFICATION TO PURCHASER:

A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.

B. The undersigned vendor certifies that it has read all of the Proposal, Proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

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

General Provisions County of El Paso, Texas

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

1. PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. PROPOSER’S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 5 years;

- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, “Exceptions to Proposal Conditions”, and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF PROPOSALS

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

11. SIGNATURE OF PROPOSALS

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

14. RESULTANT CONTRACT

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

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

the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE PROPOSAL RESPONSE

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

20. REJECTION/DISQUALIFICATION OF PROPOSALS

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

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.

- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

21. CHANGES IN SPECIFICATIONS

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

22. PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: The names of those who submitted proposals will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF PROPOSAL

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

25. INDEMNIFICATION

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

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall

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

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

26. PROOF OF INSURANCE

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

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

27. Conflict of Interest Disclosure Reporting

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

28. NON-COLLUSION AFFIDAVIT

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

or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

29. SOVEREIGN IMMUNITY

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

30. MERGERS, ACQUISITIONS

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

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

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

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

31. DELAYS

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

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

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

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



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

RE: RFP #14-014, Management of the Rural Transit Fixed Route Commuter Bus Program

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner Sergio Lewis
Commissioner Vicente Perez
Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Araceli Hernandez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Rebecca Quinn, Assistant County Attorney
Michael Martinez, Contract Admin. Manager
Claudia Duran, Assist. Contract Manager
Rosemary V. Neill, Director of Family and Community Services
Bob Geyer, Rural Transit Manager
Robert Schwab, Human Service Trans Plan. Coordinator

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 # 14-014

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

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

**Management of the Rural Transit Fixed
Route Commuter Bus Program
RFP #14-014**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, May 7, 2014. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal Signature Page?

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

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

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

_____ Did you provide one original and five (5) CD copies in Word/PDF Format of your response? CD copies must reflect original hard copy.