

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)**

DEPARTMENT: Financial and Administrative Services
AGENDA DATE: January 12, 2010
CONTACT PERSON/PHONE: Carmen Arrieta-Candelaria, Chief Financial Officer, 541-4293
DISTRICT(S) AFFECTED: All

SUBJECT:

Formal report of the Fiscal Affairs and Management Support/Internal Audit Legislative Review Committee meeting held on December 10, 2009, at 1:00 p.m. in Council Chambers. The report is being submitted by LRC Chair, Representative Rachel Quintana.

BACKGROUND / DISCUSSION:

The following items were on the agenda:

1. Discussion and action on the approval of the Minutes for the Fiscal Affairs & Management Support/Internal Audit LRC meetings of September 24, 2009.
2. Discussion and action on the proposed revisions to the Competitive Sealed Proposal and Contractor Responsibility procedures.
3. Discussion and action of a Proposed Municipal Vehicle Storage Facility.
4. Discussion and action on the Four Day-Ten Hour Work Week Pilot Results.

Attached is the formal report of the discussion and action, if applicable, on each of the items on the agenda.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Carmen Arrieta-Candelaria
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____



LEGISLATIVE REVIEW COMMITTEE
Meeting Action Report

Committee: FISCAL AFFAIRS and MANAGEMENT SUPPORT/INTERNAL
AUDIT LRC

Members Present: Representative Rachel Quintana (Chair)
Representative Carl Robinson
Representative Ann Morgan Lilly

Staff Assignee: Carmen Arrieta-Candelaria, CFO-Financial Services Department

Meeting Date/Time: Thursday, December 10, 2009 – 1:00 p.m.

1. Discussion and action on the approval of the Minutes for the Fiscal Affairs & Management Support/Internal Audit LRC meetings of September 24, 2009.

Summary: Minutes were presented by the Chair to the Committee.

Action Taken:

Representative Quintana motioned to approve the Minutes as presented. Motion seconded by Representative Robinson. Motion passed unanimously.

2. Discussion and action on the proposed revisions to the Competitive Sealed Proposal and Contractor Responsibility procedures.

Summary:

Mr. Alan Shubert, City Engineer, introduced and explained the purpose of the Contractor Performance Evaluation. Mr. Shubert stated that a score sheet would be completed for every project completed and the evaluation would help improve the process. He also explained the details of the Performance Evaluation Criteria.

The purpose of the Low Bid Unit Priced Contracts and Competitive Sealed Proposal, the existing process, the proposed process and an appeals process were discussed. Mr. Shubert stated that contractors would be allowed to appeal the ranking they were given and that past performance evaluations would be used when selecting the contractor for a new project.

Representative Robinson commented and inquired if the evaluation process would expedite the project and how much the evaluation would cost. Mr. Shubert stated that it would simplify the process but still allowing the contractors to appeal. Mr. Shubert stated that the evaluation would cost no money. Representative Robinson asked if the Better Business

Bureau is used when selecting a contractor. Mr. Shubert stated not exactly and explained why it is not used in most cases. Representative Robinson asked Mr. Shubert to explain what would happen if there was only one bid and the contractor would most likely default. Mr. Shubert stated that the bid would be rejected and the bidding process would be restarted. Representative Quintana asked if a contractor was new to the City of El Paso and does not have past experiences in El Paso how they would receive a rating in this category. Mr. Shubert stated that past experiences from other entities would be reviewed. Mr. Shubert stated that evaluation process was discussed at two separate meetings with the stakeholders. Mr. Shubert stated that the evaluation process was favorable. Mr. Shubert stated that the Low Bid Unit Priced Contracts does not need Council approval only the Competitive Sealed Proposal needs Council Approval. Representative Quintana asked when the Competitive Sealed Proposal will go to Council. Mr. Shubert stated that it could be brought to Council at any time.

The following members of the public commented:

1. Dale Denney
2. Eileen Karlsruher
3. David Karlsruher
4. Larry Trejo

Mr. Shubert stated that the Project Manager conducts weekly meetings and the minutes are documented and reviewed by Mr. Shubert. Representative Quintana asked if the evaluation process would be completed in a timely manner. Mr. Shubert stated that the process would be completed in a timely manner. Representative Robinson stated his concerns with the contractors and the City of El Paso going to court if the contractor was unsatisfied with the evaluation. Representative Lily made a comment about the contractors and if they evaluated their staff.

Mr. Shubert stated that the character section of the evaluation process may sound subjective but the evaluation comes from the state statute. Mr. Shubert stated that legal may have to help define "character".

Representative Quintana suggested Mr. Shubert have another stakeholder meeting prior to coming to Council for approval.

Action Taken:

Representative Robinson motioned to proceed to present to Council for approval after final presentation to stakeholders. Motion seconded by Representative Lily. Motion passed unanimously.

3. Discussion and action of a Proposed Municipal Vehicle Storage Facility.

Summary:

Ms. Carmen Arrieta – Candelaria, Chief Financial Officer introduced the Municipal Vehicle Storage Facility by explaining the proposal and the map of the site. Ms. Arrieta – Candelaria presented a Powerpoint presentation that outlined the following:

- Opportunities with the transition
- Improved response to complaints of improperly stored vehicles in the street
- Benefits of the proposed project.

- Services that would be provided by the contractors.
- Current vs. Proposed Services

Ms. Arrieta – Candelaria addressed issues with the current process and contract and presented an escrow comparison of the current vs. the proposed process. She also explained that the proposed project would operate on a 24-hour 7-day basis.

Auction income from the prior three calendar years was presented by Ms. Arrieta-Candelaria. In addition, she explained the proposed system of revenue sharing with an outside contractor that would handle all aspects of the operation. This included the cost savings to the general fund of approximately \$234,000 which would allow a cut of approximately 6.0 FTEs.

Ms. Arrieta – Candelaria described the estimated project cost, options the City of El Paso had to finance the project and the timeline to accomplish the proposed proposal. Ms. Arrieta – Candelaria stated that if reserves from the Fund Balance were used to finance the Municipal Vehicle Storage Facility the money would be paid back within 3 to 4 years. In addition to the realization of costs savings to the taxpayer, the public would also see an improvement in services to the public.

Representative Robinson described a situation that had occurred to him personally. He inquired about how the communication would improve and if the proposal would resolve some of these issues. Mr. Marc Medina – Police Lieutenant, answered Representative Robinson's questions.

Representative Robinson stated his concerns with the security that would be provided at the facility. Mr. Medina stated that there would be security and also mentioned that the facility would be subject to audit. Representative Robinson inquired about the space availability the facility would provide. Ms. Arrieta – Candelaria stated that there would be enough space for the number of vehicles impounded and the anticipated impounds.

Representative Quintana inquired about the fencing surrounding the facility and the positions that would be cut from the current vehicle facility. Ms. Arrieta – Candelaria stated that the positions that are cut would follow the same process when positions are cut where those positions are placed in similar grade levels in a different department but would confirm with Human Resources.

Action Taken:

Representative Robinson motioned to proceed to present to Council for approval. Motion seconded by Representative Lily. Motion passed unanimously.

Disposition:

This item will be taken to City Council during the month of January 2010.

4. Discussion and action on the Four Day-Ten Hour Work Week Pilot Results.

Summary:

Ms. Carmen Arrieta-Candelaria, CFO, went over a presentation related to the 4-day, 10 hour workweek during 2009. Areas reviewed were the direct and indirect benefits, and the factors that were considered. Ms. Arrieta – Candelaria explained the savings and benefits for

extending the program. Ms. Arrieta – Candelaria stated the number of employees that were impacted in 2009.

Ms. Arrieta – Candelaria went over the non-participating departments in 2009. Ms. Arrieta – Candelaria stated that the survey results were in and described the results. Ms. Arrieta – Candelaria stated that the 4-day, 10 hour work week was favorable. Ms. Arrieta – Candelaria stated that that Mr. Rex Facer from Brigham Young University approached the City of El Paso to conduct a survey. These survey results were also favorable.

Ms. Arrieta – Candelaria stated the other entities in the City of El Paso that worked the 4-day, 10 hour work weeks and explained each entities thought's regarding the work week. Ms. Arrieta – Candelaria explained the recommendations for 2010 and beyond and the proposals to consider. Ms. Arrieta – Candelaria explained the specifics of the proposal for 2010.

Representative Robinson asked if the public was taken into consideration, if there would be salary savings, and what type of analysis was conducted of the other entities in El Paso. Ms. Arrieta – Candelaria stated that the public is given the GovQA number and there wasn't any negative responses regarding the 4-day, 10 hour work week. Ms. Arrieta – Candelaria stated that the school districts gave positive feedback and UTEP gave negative feedback. Ms. Arrieta – Candelaria stated that there would not be any salary savings because employees would work their hours in 4 days rather than 5 days. Representative Robinson asked why the 4-day, 10 hour work week would begin on May 1st in 2010. Ms. Arrieta – Candelaria stated that the reason for beginning on May 1st was to take advantage of Daylight Savings Time and because the school districts are beginning to end their school year. Representative Robinson asked how this would impact the employees if the 4-day, 10 hour work week began May 1st. Ms. Arrieta – Candelaria stated that another survey will be sent out to the employees.

Representative Quintana asked if it would be possible for a day care to open at City Hall. Mr. David Almonte – Director of OMB, stated that there isn't space available at City Hall. Representative Quintana asked if it would be feasible if there was space available. Mr. Almonte stated that it would be feasible but cost more money. Representative Quintana asked if there was space available across the street at the library or at the museums. Mr. Almonte stated that in the survey a question would be asked regarding utilizing a day care.

Action Taken:

Representative Robinson motioned to proceed to present to Council for approval after survey is conducted. Motion seconded by Representative Lily. Motion passed unanimously.

5. Adjournment

Representative Quintana inquired regarding the scheduling of the next Legislative Review Committee (LRC) and stated that the next one could be after the holidays.

Representative Quintana mentioned that LRC members in attendance were present at 3:19 p.m. when the meeting adjourned.

Submitted by:



**City Representative Rachel Quintana, District 5
Chair, Fiscal Affairs and Management
Support/Internal Audit**



**Carmen Arrieta-Candelaria, CFO
Financial Services Department**



**CITY OF EL PASO
COMPETITIVE SEALED PROPOSAL
PROCUREMENT CRITERIA**

**PROJECT NAME
PROPOSAL No. 200X-X**

Refer to Item 6 appearing in Section I-B of this solicitation, entitled Method of Award Competitive Sealed Proposal.

COMPETITIVE SEALED PROPOSAL; BEST VALUE ASSESSMENT

- **INSTRUCTIONS TO OFFERORS: INFORMATION AND DOCUMENTATION RELATED TO ALL CRITERIA SPECIFIED WITHIN THIS SECTION MUST BE SUBMITTED WITH OFFEROR'S PROPOSAL. FAILURE TO FURNISH REQUIRED DOCUMENTATION AND INFORMATION RELATED TO THIS PROPOSAL MAY RESULT IN THE PROPOSAL BEING DEEMED INCOMPLETE, NON-RESPONSIVE OR MAY AFFECT POINT DETERMINATION.** The Owner is not responsible for locating or securing any information that is omitted from the Offeror's proposal even if such information is reasonably available to the Owner.
- In conducting the Best Value assessment, the Owner (also referred to as "City") may use information provided by the Offeror and from other sources; however, the burden of providing thorough and complete information is the sole responsibility of the Offeror. **The City reserves the right to request additional information and/or verify information.**

A. Selection procedure in general

1. The Owner shall make the determination of whether the offeror is a responsible offeror using the criteria specified in Section E, below.
2. Only Offerors found to be responsible shall be ranked. The offeror receiving the highest number of points as described in Sections B, C and D shall be ranked first and each offeror thereafter shall be ranked in order of the number of points assigned to the offeror.

B. Purchase price: 70 maximum allowable points.

The responsible Offeror with the lowest price shall receive the maximum allowable points. Each Offeror thereafter shall receive points based on the proration of

its price to that of the lowest price submitted as shown in Part A of the Competitive Sealed Proposal Criteria Evaluation form that follows.

Each Offeror shall complete and submit Section I-C-a, Proposal, of the solicitation document.

C. Offeror's past performance with the Owner and/or other agencies: 24 maximum allowable points.

For purposes of this section C, "past three years" shall mean the three years immediately before the day the offer is submitted to the City. "Contract" shall mean any construction contract, whether completed or in progress, between Offeror and the City or any other owner within the past three years.

Past performance shall be ranked based on the scores for prior projects constructed by Offeror and current projects under construction by Offeror, with the following limitations and requirements:

1. Offeror shall list in its proposal the three most recent projects the Offeror constructed or is presently constructing under contracts with the City within the past three years and/or projects similar in size and value constructed for other entities. The City will take the performance review score for each of the three projects and average the three scores. The average will be the score entered in Part B of the Competitive Sealed Proposal Criteria Evaluation form that follows.
2. Should the Offeror not have three project performance review scores on file with the City, the Offeror shall provide references for similar projects constructed for other entities by the Offeror and/ or the principal of the Offeror.
3. The City may interview other owners that contracted with Offeror for construction of one or more projects that were constructed within the past three years, regardless of whether Offeror listed such owner and project or projects in its references. The score for each project shall be based on the answers to the Criteria for Evaluating the Performance of Offerors, set forth in Section F, below, given by the owner of each project. The City may elect to use the evaluation of such other owners rather than the evaluation of the owners listed by Offeror.
4. If less than three evaluations are completed, only the completed evaluations will be considered and only the scores from the available evaluations will be averaged.
5. City project performance review scores shall be used first and the remaining project scores shall be from interviews of other owners, not to exceed a combined total of three city and non-city projects.

D. Health insurance: 6 maximum allowable points for complying with the requirements that the Contractor provide health insurance benefits to its employees as specified in the Instructions to Bidders.

E. Criteria for determining that offerors/bidders are responsible.

The City shall consider the following criteria in making its determination as to whether an Offeror or bidder (hereafter "Offeror") is responsible. Offerors the City determines to not be responsible shall not be ranked for award of contract. For purposes of this section E, "past three years" or "past five years" shall mean the three years or five years immediately before the day the offer or bid (hereafter "offer") is submitted to the City. "Contract" shall mean any construction contract, whether completed or in progress, between Offeror and the City or any other owner within the past three years with the exception of item 16 which has a five year period.

1. Failure of Offeror to comply with contract requirements.
2. Default by Offeror resulting in termination of the contract by owner.
3. Insufficient qualifications, ability, capability, and skill of the Offeror to perform the contract.
4. Insufficient character, responsibility, integrity, reputation or experience of the Offeror, including but not limited to its subcontractors and project managers and superintendants.
5. Insufficient ability of Offeror to perform the contract promptly, or within the time required in the contract, without delay or interference and whether the Offeror followed owner approved schedules.
5. Noncompliance by the Offeror with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, pay applications, payrolls or other information on contracts in the last three years.
7. Overall poor performance by the Offeror on previous contracts.
8. Offeror does not maintain a permanent place of business.
9. Offeror has does not have adequate plant, equipment, and personnel to do the work properly and expeditiously;
10. Insufficient safety record and practices of the Offeror.
11. Insufficient cooperativeness and responsiveness by Offeror with owner, designer, subcontractors and suppliers of previous contacts.
12. Insufficient financial resources of Offeror that could adversely impact Offeror's ability perform the contract or to pay subcontractors and suppliers in a timely manner.

13. Insufficient quality of performance (work, labor and materials) and quality control procedures and practices by Offeror on contracts.

14. The Offeror has insufficient financial, staffing, facility or other resources to meet the requirements of the warranty periods required in the contract for which the offer was submitted.

15. The Offeror has failed to demonstrate that he is able to comply with Owner's health insurance requirements for the proposed contract.

16. **Similar past projects** The Offeror must demonstrate successful construction and completion within the past five years of at least (A) one project that was similar in nature and scope to this Project and (B) one project with a value at least fifty percent (50%) of the amount offered for this Project.

F. Criteria for evaluating the performance of Offerors

The City shall evaluate the Contractors for each project constructed or under construction based upon the following criteria, for the purpose of creating a score that may be applied in the ranking of the contractor when the contractor subsequently submits offers to the City.

1. The reputation of the Offeror and of the Offeror's services

- a. Compliance with contract requirements.
- b. Default on contract.
- c. Default on contract that led to termination of contract.
- d. The qualifications, ability, capability, and skill of the Offeror exhibited in the performance of the contract.
- e. The character, responsibility, integrity, reputation and experience of the Offeror, including but not limited to its subcontractors and project managers and superintendants, exhibited in the performance of the contract.

2. The quality of the Offeror's services.

- a. The quality, availability, and adaptability of the contractual services to the particular use required in the performance of the contract.
- b. The extent to which the contract was performed in a prompt and responsive manner, within the time required by the contract, without delay or interference and the extent to which owner approved schedules were met.

- c. The level of compliance with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, pay applications, payrolls or other information.
- d. The overall performance of the contract.
- e. Safety record for the work of the contract and the adequacy of safety practices employed in performing the work.
- f. Cooperativeness and responsiveness with Owner, designers, subcontractors and suppliers in the performance of the contract.

3. The extent to which the Offeror's services meet the City's needs.

- a. The extent to which the contract was performed efficiently and pursuant to the specifications.
- b. The sufficiency of the financial resources and ability to perform the contract, including, but not limited paying subcontractors and suppliers in a timely manner.
- c. The degree to which there were sufficient financial, staffing, facility or other resources to meet the contract requirements.
- d. A permanent place of business was maintained throughout the performance of the contract.
- e. Adequate plant, equipment, and personnel to do the work properly and expeditiously existed throughout the performance of the contract.

4. The Offeror's past relationship with the City.

- a. The quality of performance (work, labor and materials) on this contract and the quality control procedures and practices.
- b. Evaluation of contractor's ability to perform this contract while performing other contracts concurrently and/or completing other contracts with the City.

5. The total long-term costs to the City to acquire the Offeror's services.

The ability of the Offeror to meet the requirements of the contractor's warranty period. The quality of work performed by Offeror as it may relate to the long-term reduction of repairs to the construction.

Note: At the end of the contract, the contractor will be evaluated for its performance on this contract. The performance evaluation will be used to assist the Owner in evaluating the Bidder's responsibility and/or to rank Competitive Sealed Proposals for

future contracts. The performance evaluation criterion is attached to this document. The contractor shall have the opportunity to meet with the Owner at the end of the contract to review the evaluation.

G. Competitive Sealed Proposal Evaluation Process

1. **Ranking offers.** All proposals will be ranked based on the above criteria (Sections B, C and D) by the City's Project Manager, Division Manager and Contract Administration Manager and forwarded to the City Engineer for approval. The final rankings will then be forwarded to the City Manager for approval. "City Manager" shall include any designee of the City manager.
2. **Authorization to negotiate.** The City Manager shall review the final ranking. The City Engineer shall negotiate, starting with the highest-ranking Offeror (the "Selected Offeror") only upon authorization from the City Manager. In the event the City Engineer and Selected Offeror cannot reach an agreement within thirty consecutive calendar days from the date the Selected Offeror receives notice of the City Manager's approval of the final ranking, the City Engineer may, in the absence of a protest by the Selected Offeror, either (1) proceed to negotiate with the remaining Offerors in the order of their ranking without additional approval of the City Manager or (2) reject all offers.
3. **Notice and filing protests.** The Offerors will be notified in writing (by fax, email or regular mail) of the final ranking. The ranking shall be sent with the notice and shall show the order of the ranking and points received by each Offeror. Offerors shall have 72 hours from the time of their receipt of the notice to challenge the ranking by filing a protest with the City's Purchasing Manager. The protest shall state the basis for the challenge of the ranking. All Offerors will be notified of any protests filed.
4. **Review of protests.** The Purchasing Manager will review the validity of the protest regarding the ranking and make a recommendation to the City Manager. The City Manager will review the rankings and Purchasing Manager's recommendation and (1) approve the rankings and the Selected Offeror, (2) direct Engineering staff to reconsider the rankings or (3) take other appropriate action in compliance with state laws and the City's purchasing policies.
5. **Notice of results of review and new ranking.** All Offerors shall be given notice of the City Manager's determination upon completion of the review of the protest. If reconsideration of the ranking is not required by the City Manager, the ranking shall be final as of the date of the City Manager's determination and no further protest shall be allowed.

If reconsideration of the ranking is required, notice of the results of the reconsideration of the ranking shall be provided to all Offerors.

6. **Protesting the new ranking** All Offerors may protest the re-ranking of the Offerors following the same process as set forth above.
7. **Appeal of final ranking** Offerors who have filed a protest concerning the final ranking may appeal the decision of the City Manager. No other Offerors may appeal under this paragraph. The appeal shall be to the City Council and shall be filed with the Purchasing Manager within five City business days of the Offeror's receipt of the notice of the final ranking. The appeal shall state the basis for the challenge of the ranking.
8. **Scope of negotiations** Engineering staff will negotiate with the Selected Offeror and may discuss options for scope or time modifications to the proposed contract and any price change associated with the modifications.
9. **Reaching agreement or terminating selection process** If the Engineering staff and the Selected Offeror do not reach an agreement within thirty consecutive calendar days of the date the Selected Offeror received notice of the final ranking, the Selected Offeror shall be notified in writing that negotiations are terminated and the Offeror shall not be permitted to enter into a contract with the City. The Selected Offeror shall have 72 hours from its receipt of such notice to file a protest with the Purchasing Manager. The protest shall state the basis for the challenge to the termination of negotiations. The Purchasing Manager will review the validity of the protest and make a recommendation to the City Manager. The City Manager will review the protest and the Purchasing Manager's recommendation and may direct Engineering staff to terminate or reopen negotiations with the Selected Offeror. If the determination is to terminate negotiations with the Selected Offeror, the City Manager may direct Engineering staff to negotiate with the next highest ranked Offeror or reject all offers. This procedure will be repeated until an agreement is reached or all offers are rejected.
10. **Appeal by selected Offeror after terminating negotiations** If the City Manager denies the protest made pursuant to the previous paragraph, the Selected Offeror may appeal that decision to the City Council. No other Offerors may appeal under this paragraph. The appeal shall be filed with the Purchasing Manager within five City business days of the Offeror's receipt of the notice denying the protest. The appeal shall state the basis for the challenge to the termination of negotiations.
11. **Appeal Process** Following a public hearing after the filing of a notice of appeal pursuant to paragraphs G.7 or G.10, the City Council may, by a simple majority vote, uphold or overturn the ruling of the City Manager. The decision of the City Council shall be final and binding.

12. City Council approval of contract The City Engineer shall recommend to Council that the contract be awarded to the highest ranked Offeror with whom the City was able to reach agreement on the terms and conditions of the negotiated contract.

COMPETITIVE SEALED PROPOSAL CRITERIA EVALUATION

Procurement Criteria

Offeror: _____

100 Points Maximum

Part A: Price Maximum 70 Points	Lowest Proposal Amt	Divided by Offeror's Amt	X ____	Total Points

Health Insurance: (Maximum 6 points) _____

Part B: Offeror's Past Performance With Owner (Maximum 24 Points)	Score Max 24	
Project Name:		
Project Name:		
Project Name		Total Points
Average of the three scores		

GRAND TOTAL POINTS _____

Division Manager: _____
Date: _____

Project Manager: _____
Date: _____

Contract Administration: _____
Date: _____

Contractor Performance Evaluation Form

CONTRACTOR: PROJECT: DATE: BRIEF PROJECT SCOPE:	BID AWARD: CONSTRUCTION TIME: CHANGE ORDERS: SUBSTANTIAL COMPLETION:
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MET CONTRACT REQUIREMENTS/EXPECTATIONS

Unacceptable	Poor	Satisfactory	Good	Exceptional
0	1	2	3	4

1. The reputation of the Offeror and of the Offeror's services					
MAX POINTS THIS SECTION = 16					
a. Compliance with contract requirements.					4
b. Default on contract. <i>Defaults: 0 = 4, 1 = 1, 2+ = 0</i>					4
c. The qualifications, ability, capability, and skill of the Offeror exhibited in the performance of the contract.					4
d. The character, responsibility, integrity, reputation and experience of the Offeror, including but not limited to its subcontractors and project managers and superintendants exhibited in the performance of the contract.					4
e. Default on contract that led to termination of contract. Yes = -72, no = 0 *	0				
2. The quality of the Offeror's services					
MAX POINTS THIS SECTION = 24					
a. The quality, availability, and adaptability of the contractual services to the particular use required in the performance of the contract.					4
b. The extent to which the contract was performed in a prompt and responsive manner, within the time required by the contract, without delay or interference and the extent to which owner approved schedules were met.					4
c. The level of compliance with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, pay applications, payrolls or other information.					4
d. The overall performance of the contract.					4
e. Safety record for the work of the contract and the adequacy of safety practices employed in performing the work.					4
f. Cooperativeness and responsiveness with Owner, designers, subcontractors and suppliers in the performance of the contract.					4
3. The extent to which the Offeror's services meet the City's needs					
MAX POINTS THIS SECTION = 20					
a. The extent to which the contract was performed efficiently and pursuant to the specifications.					4
b. The sufficiency of the financial resources and ability to perform the contract, including, but not limited paying subcontractors and suppliers in a timely manner.					4
c. The degree to which there were sufficient financial, staffing, facility or other resources to meet the contract requirements.					4
d. A permanent place of business was maintained throughout the performance of the contract.					4
e. Adequate plant, equipment, and personnel to do the work properly and expeditiously existed throughout the performance of the contract.					4
4. The Offeror's past relationship with the City					
MAX POINTS THIS SECTION = 8					
a. The quality of performance (work, labor and materials) on this contract and the quality control procedures and practices.					4
b. Evaluation of contractor's ability to perform this contract while performing other contracts concurrently and/or completing other contracts with the City.					4
5. The total long-term costs to the City to acquire the Offeror's services					
MAX POINTS THIS SECTION = 4					
a. The ability of the Offeror to meet the requirements of the contractor's warranty period. The quality of work performed by Offeror as it may relate to the long-term reduction of repairs to the construction.					4
TOTAL	72	0	0	0	0
		0	0	0	72

SCORE FOR CSP: 24

*For scores with unacceptable/poor/exceptional marks, please provide appropriate documentation.
For item 1e - if there has been a default, the contractor gets deducted 60 points from the overall score and should be evaluated for responsibility.*

Construction Inspector _____ Date: _____

Project Manager _____ Date: _____

Contract Administration _____ Date: _____

Division Manager _____ Date: _____

Assistant City Engineer _____ Date: _____

Cc: Contractor
Purchasing

Comments:

NOTE – ONLY SECTION 6 HAS PROPOSED REVISIONS

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The CITY OF EL PASO, hereinafter called the "Owner", invites bids on the attached form hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the PURCHASING MANAGER, FINANCIAL SERVICES DEPARTMENT, as specified in the "Invitation to Bid", page I-A-1, and then publicly opened and read aloud at City Council Chambers, 2nd Floor, unless otherwise posted. The envelopes containing the bids must be sealed and addressed to: PURCHASING MANAGER, FINANCIAL SERVICES DEPARTMENT, CITY HALL, 2 CIVIC CENTER PLAZA, EL PASO, TEXAS 79901-1196 or delivered to the OFFICE OF THE PURCHASING MANGER, PURCHASING DIVISION, FINANCIAL SERVICES DEPARTMENT, CITY HALL, SEVENTH FLOOR, 2 CIVIC CENTER PLAZA, FRANKLIN AND SANTA FE STREETS, EL PASO, TEXAS and designated as bid for:

PROJECT NAME
SOLICITATION NO.

INPUT PROJECT NAME HERE & INPUT CONTRACT TIME & LIQ. DMGS IN
SECTION 11

NOTICE

The Owner reserves the right to accept or reject any or all bids and, to the extent permitted by law, to waive informalities or irregularities that are not material, such as failure to submit sufficient offer copies, literature or similar attachments or business affiliation information. All bids are to be prepared and submitted in accordance with the provisions of the Information for Bidders, and the City reserves the right to consider any bid, therefore, subject to rejection as being nonresponsive to the bid request. The Owner may, in its sole discretion, determine that any non-material defect in the bid is harmless if such defect relates to an element that is not material, mandatory or essential to the responsiveness of the bid, and the Owner may accept the bid in spite of the existence of a harmless non-material defect. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) consecutive calendar days after the actual date of the opening thereof.

2. PREPARATION OF BID

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ALL blank spaces for bid prices must be filled in, in ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE BID PROPOSAL TO BE DEEMED NOT RESPONSIVE AND BID PROPOSAL WILL NOT BE

CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER.
Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Paragraph 1.

Federal Labor certifications must be completed on any Federally Funded Projects and submitted prior to award.

NOTE TO SPECIFIER:

FOR FTA FUNDED PROJECTS, DELETE THE ABOVE PARAGRAPH 2 AND REPLACE WITH THE FOLLOWING:

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ALL BLANK SPACES FOR BID PRICES MUST BE FILLED IN, IN INK OR TYPEWRITTEN. Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Paragraph 1.

EACH BID MUST BE ACCOMPANIED BY THE "BUY AMERICA" CERTIFICATION: FAILURE TO SUBMIT THE REQUIRED "BUY AMERICA" CERTIFICATION IN THE SEALED BID PROPOSAL WOULD BE CAUSE TO DECLARE THE BIDDER NON-RESPONSIVE.

Federal Labor certifications must be completed on any Federally Funded Projects and submitted prior to award.

*** NOTICE ***

STATE SALES TAX

The successful Bidder may be required to pay state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the Bidder to ascertain the amount of state sales tax to be paid under

Chapter 151 of the Texas Tax Code and to include this amount in his/her bid submitted to the Owner. For further information, the Bidder may wish to contact the office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

3. SIGNATURE FORMALITIES

THE FULL COMPANY NAME OF THE BIDDER SHOULD BE NOTED ON EVERY PAGE OF THE BID PROPOSAL AND SHALL BE SIGNED WITH THE BIDDER'S OFFICIAL SIGNATURE. The name of the signing party or parties should be typewritten or printed under all signatures on the signature page of the proposal.

The Bidder should observe the following additional formalities specific to his/her form or ownership:

- a. If a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- b. If the Bidder should be operating as a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and in behalf of the partnership.
- c. If the Bidder is an individual, the trade name (if the Bidder be operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the Bidder, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and in behalf of the Bidder.

4. SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must meet the following requirement(s) BEFORE the contract is awarded:

- a) Be acceptable to the Owner after verification of the current eligibility status.

NOTE TO SPECIFIER:

FOR FTA FUNDED PROJECTS, ADD THE FOLLWING UNDER PARAGRAPH 4:

- b) Submit certification by proposed subcontractors regarding Labor Practices Certification. Approval of the proposed subcontract award cannot be given by the

Owner unless and until the proposed subcontractor has submitted the certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certifications by proposed subcontractors to his/her bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. USE OF BID SECTION AND FINANCIAL SERVICES DEPARTMENT EQUIPMENT

Bidders are forbidden to use any telephones or equipment, i.e., desks, calculators, etc., in the Bid Section or the Financial Services Department as a whole prior to bid openings.

6. METHOD OF AWARD-LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

The Owner shall award this contract on the basis of the lowest responsible and responsive bid to a single bidder, provided, however, that the Owner may accept or reject all bids or in the case of ambiguity in stating the price in the bid, the Owner may consider the most advantageous construction thereof or reject any bids.

The Owner will accept the lowest responsible bid calculated on one or more base bid(s), alternate(s) and/or option(s) depending on the City's available project budget and project priorities, as further detailed in the project bid specifications (Section I-C of bid documents).

It is the intention of the Owner to award the contract for this work to the lowest responsible and responsive Bidder whose construction skill, experience, and financial resources demonstrate its ability to perform the work contemplated herein, in an efficient and effective manner, and successfully completing the contract within a set time limit.

"Contract" shall mean any construction contract, whether completed or in progress, between Offeror and the City or any other owner within the past three years with the exception of item 16 which has a five year period.

1. Failure of Offeror to comply with contract requirements.
2. Default by Offeror resulting in termination of the contract by owner.
3. Insufficient qualifications, ability, capability, and skill of the Offeror to perform the contract.
4. Insufficient character, responsibility, integrity, reputation or experience of the Offeror, including but not limited to its subcontractors and project managers and

superintendents.

5. Insufficient ability of Offeror to perform the contract promptly, or within the time required in the contract, without delay or interference and whether the Offeror followed owner approved schedules.

6. Noncompliance by the Offeror with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, pay applications, payrolls or other information on contracts in the last three years.

7. Overall poor performance by the Offeror on previous contracts.

8. Offeror does not maintain a permanent place of business.

9. Offeror has does not have adequate plant, equipment, and personnel to do the work properly and expeditiously;

10. Insufficient safety record and practices of the Offeror.

11. Insufficient cooperativeness and responsiveness by Offeror with owner, designer, subcontractors and suppliers of previous contacts.

12. Insufficient financial resources of Offeror that could adversely impact Offeror's ability perform the contract or to pay subcontractors and suppliers in a timely manner.

13. Insufficient quality of performance (work, labor and materials) and quality control procedures and practices by Offeror on contracts.

14. The Offeror has insufficient financial, staffing, facility or other resources to meet the requirements of the warranty periods required in the contract for which the offer was submitted.

15. The Offeror has failed to demonstrate that he is able to comply with Owner's health insurance requirements for the proposed contract.

16. **Similar past projects** The Offeror must demonstrate successful construction and completion within the past five years of at least (1) one project that was similar in nature and scope to this Project and (2) one project with a value at least fifty percent (50%) of the amount offered for this Project.

The Owner may make such investigations of such additional elements of the Bidder's capacity as it deems necessary to determine the responsibility of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

At the end of the contract, the contractor will be evaluated for its performance on this contract. The performance evaluation will be used to assist the Owner in evaluating the Bidder's responsibility and/or rank Competitive Sealed Proposals for future contracts. The performance evaluation criterion is available for review prior to commencing any work under this contract. The contractor shall have the opportunity to meet with the Owner at the end of the contract to review the evaluation.

To assist the Owner in evaluating the Bidder's responsibility, the Owner may require that the lowest responsive Bidder complete and submit the "Qualification and Financial Disclosure Statement", pages I-H-1 through I-H-4, within five (5) consecutive calendar days of notification by the City.

When the City proposes that the contract will be awarded to a Bidder who is not the lowest Bidder, the public posting of the time on the City Council agenda or Mass Transit Board agenda, as appropriate, shall constitute notice to each Bidder. Each lower Bidder shall be provided an opportunity to appear before the City Council or Mass Transit Board, as appropriate, and present evidence as permitted by law before such proposed award is made. The City may, in its discretion, provide written notice or notice by publication to the lower Bidder of the proposed award.

CONDITIONAL BIDS WILL NOT BE ACCEPTED

7. TIME OF AWARD

Each Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Bidder to whom the Owner has awarded the contract by some officer or agent of the Owner duly authorized to give such notice. Upon receipt of such written notice, the Contractor will proceed to verify the availability of the required materials or equipment needed to perform the project and submit his shop drawings to the Construction Engineering Section Chief or Owner-designated representative within twenty-one (21) calendar days of the Notice of Award. If problems are encountered in the availability of materials or equipment, the Owner will be notified in writing immediately prior to scheduling of the Preconstruction Conference.

8. BID SECURITY

Each bid must be accompanied by a certified check or an original Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and, having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the TOTAL bid price, including the base bid(s) and alternate(s), (cash, personal or company checks will not be accepted). Each Bid Bond submitted must be an original Bid Bond with original signatures of the principal and surety. Such checks or bid bonds will be returned to all except the three lowest Bidders within five (5) consecutive calendar days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made, within sixty (60) consecutive calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract, insurance certificates and bonds required herein within fourteen (14) consecutive calendar days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

10. BONDING REQUIREMENTS

In accordance with Chapter 2253, Texas Government Code, the City of El Paso requires the following for all public works contracts in excess of Twenty-Five Thousand Dollars (\$25,000):

- a. A Performance Bond on the part of the Contractor for one hundred percent (100%) of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all contractor's obligations under such contract.
- b. A Payment Bond on the part of the Contractor for one hundred percent (100%) of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

A copy of the Payment Bond provided for the construction project in accordance with Chapter 2253, Texas Government Code, including the name, address, and phone number of the surety company shall be posted at the construction work site in a prominent and accessible place where it can be easily seen by all persons supplying labor and material in the execution of the work provided for in the contract. The surety company providing the Payment Bond shall designate an agent resident who resides within the County of El Paso to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

*** NOTICE ***

In accordance with Article 7.19-1 of the TEXAS INSURANCE CODE, if a Performance or Payment Bond is an amount in excess of ten percent (10%) of the surety's capital and surplus, the City of El Paso will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteeed to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed 10% of the reinsurer's capital and surplus.

11. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for _____ (____) additional consecutive calendar days thereafter. Bidder shall Substantially Complete the project within _____ (____) CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. -Bidder agrees to pay, as liquidated damages, the sum of _____ DOLLARS (\$____) for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of _____ (\$____) for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions. The unit price quantities of this contract are estimated.

IF "STAGES /PHASES' ARE APPLICABLE;
REPLACE PARAGRAPH 11 WITH THE FOLLOWING:

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for _____ (____) additional consecutive calendar days thereafter. Bidder shall Substantially Complete the project within _____ (____) consecutive calendar days after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum of _____ DOLLARS (\$____) for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of _____ (\$____) for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions.

The Bidder acknowledges that this project consists of phases and bidder agrees that each phase of the project must be substantially completed and accepted by the Owner before a written "Notice to Proceed" is issued for the next phase of the Project.

The number of Contract Days and Liquidated Damages for each Phase is as follows:

	Number of consecutive calendar days allowed for the phase	liquidated damages for the phase
Phase 1:	_____	_____
Phase 2:	_____	_____
Phase 3:	_____	_____
Phase 4:	_____	_____
Phase 5:	_____	_____

Bidder also agrees to pay, as liquidated damages the amounts specified above for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase. Liquidated damages for each phase, as specified above, shall be in addition to the liquidated damages, specified above for the entire Contract Time.

12. CONDITIONS OF WORK

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

13. OBLIGATION OF BIDDER

A the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omissions of any Bidder to examine any form, instrument, General Conditions, or other document shall in no way relieve any Bidder from any obligation in respect of his/her bid.

The undersigned Bidder represents to the City and to the other Bidders that his/her bid, and the estimates on which it is based, has been carefully checked and contains no errors, and nothing has been omitted or overlooked in determining the amount bid.

14. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the PURCHASING MANAGER, ENGINEERING DEPARTMENT, CITY OF EL PASO, TWO CIVIC CENTER PLAZA, 4TH FLOOR, EL PASO, TEXAS 79901.

To be given consideration, the request for interpretation must be received at least fourteen (14) consecutive calendar days prior to the dated fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders at the respective addresses furnished for such purposes. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.

15. POWER OF ATTORNEY

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.

17. HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISE PARTICIPATION.

It is the policy of the City of El Paso to facilitate Historically Underutilized Business Enterprise participation in city public works construction contracts. Accordingly, the city of El Paso encourages any Bidder to utilize Historically Underutilized Business Enterprises in obtaining services and/or materials as are necessary to complete the contract requirements. The Bidder will be required to complete page I-E-2 to identify the name of each subcontractor and/or supplier the Bidder will use in the performance of the contract. For further information, call the City Financial Services Department, Construction Bidding Office at (915) 541-4039.

NOTE TO SPECIFIER:

FOR FTA FUNDED PROJECTS, DELETE THE ABOVE PARAGRAPH 17 AND REPLACE WITH THE FOLLOWING:

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

The Bidder's attention is particularly called to the Disadvantaged Business Enterprise (DBE) Program Requirements governing this Contract. Any Bidder who is not a DBE must make a good faith effort to award at least 10% of the dollar value of the contract to

DBEs. In this regard, the Bidder must complete and submit the certifications contained on page I-E-2 and pages I-F-a-1 through I-F-a-3 (FTA Certifications) regarding the DBE program.

NOTE TO SPECIFIER:

FOR FAA FUNDED PROJECTS, DELETE THE ABOVE PARAGRAPH 17 AND REPLACE WITH THE FOLLOWING:

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

The Bidder's attention is particularly called to the Disadvantaged Business Enterprise (DBE) Program Requirements governing this Contract. Any Bidder who is not a DBE must make a good faith effort to award at least 10% of the dollar value of the contract to DBEs. In this regard, the Bidder must complete and submit the certifications contained on page I-E-2 and pages I-F-a-1 through I-F-a-3 (FAA Certifications) regarding the DBE program.

18. LAWS AND REGULATIONS APPLICABLE

The Bidder's attention is directed to the fact that all applicable federal laws, including but not limited to, the Immigration Reform and Control Act of 1986, state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

The successful Bidder is required to provide to the City Engineering Department all documents necessary to fulfill local, state and federal regulations governing this project, prior to the preconstruction conference. A Notice to Proceed with the contract **will not** be issued until the appropriate City departments have received all submittals, and any such delays by the lowest responsive Bidder's failure to submit such requirements will not be counted against the time that the bid must remain valid. Appropriate forms and technical assistance will be provided to the successful Bidder by the City Engineering Department to fulfill these requirements. For information or assistance, call City Engineering at (915) 541-4203.

19. PREVAILING WAGE RATES AND WAGE RATE PENALTY

The Contractor and any subcontractor under him shall pay not less than the general prevailing wage rates contained herein, to all laborers, workmen and mechanics employed by them in the execution of this contract. When multiple wage rates are used (e.g. Federal wage rates and City wage rates) featuring similar job classifications, the higher wage within the relevant construction type shall be paid.

The general prevailing wage rates contained herein shall be posted at the construction work site in a prominent and accessible place where it can be easily seen by all laborers, workmen and mechanics employed on the project.

Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him.

20. APPRENTICES

The successful Bidder will be required to comply with paragraph 5.24 and 5.25 of the General Conditions of this contract. The Bidder's attention is directed to the requirements of registration for bona fide apprenticeship programs, the allowable ratio of apprentices on the job site, and the apprentice wage rates and fringe benefits.

On City Building Structure Projects apprenticeship programs must be in place and will be enforced whenever the following trades are utilized: brick layer, carpenter, dry wall applicator, electrician, glazier, painter, pipe fitter, plasterer, plumber, roofer, sheet metal worker, structural worker/iron worker, taper, and operating engineer. Information relating to the apprenticeship program, use of apprentices and trades must be submitted within 48 hours of the date and time bids/offers are received by the City. For projects valued at \$100,000.00 or more, apprenticeship information that is lacking or deemed insufficient will result in the Bidder/Offeror being deemed not responsible.

21. INSURANCE AND WORKER'S COMPENSATION INSURANCE

The successful Bidder will be required to furnish certificates of insurance to the Owner that comply with Paragraphs 5.11 and 5.12 of the General Conditions of this Contract. The Bidder's attention is directed to these insurance and workers' compensation requirements. It will be presumed that each Bidder has read these requirements and that any cost associated with these requirements has been incorporated into the bid submitted to the Owner and the successful Bidder will have no claim for compensation against the Owner.

22. BIDDER ACKNOWLEDGEMENT AND AGREEMENT OF CONTRACT

All Bidders, by submitting a bid hereunder acknowledge, understand and agree to the following: All terms, covenants, conditions and any other provisions of the Construction Contract, shall become a part hereof for all purposes. The Bidder formally awarded this contract, shall execute the above-referenced construction contract, and shall be bound to all provisions of this contract in the performance of the project.

23. TRAFFIC CONTROL PLANS

It shall be the duty and responsibility of the contractor to submit to the Engineering Department for review three (3) sets of plans for traffic control for this project within twenty one (21) days of award, in accordance with paragraph 2.6, Maintenance and Protection of Traffic of the General Conditions.

The submitted plans must be sealed by a registered professional engineer who is certified to design and implement traffic control plans.

24. PROJECT PROGRESS & PAYMENT SCHEDULES

Prior to award, Contractor shall provide Owner, in an electronic format, with project progress and payment schedules created in MS Projects, to be used for optimal project coordination. Any payment schedules will be considered estimates, and will not be contractually binding insofar as all payment applications will be processed and paid for as work is completed to the Owner's satisfaction. The Contractor shall submit updated schedules monthly throughout the course of the project; however, the Owner reserves the right to request updates at any given time.

This project will be set-up for payment through electronic funds transfer. The City will process the electronic funds transfer within five (5) days of receipt of the approved pay application from the Project's Architect and Project Manager. The vendor's banking institution may assess a processing fee for ACH and wire transfer transactions.

The City reserves the right to process a manual check in the event that electronic fund processing issues arise.

25. ORGANIZATION CERTIFICATE, ASSUMED NAME CERTIFICATE/DBA CERTIFICATE, AND BUSINESS AFFIDAVIT.

Bidder must submit with his offer a copy of the company's organization certificate issued by the Secretary of State of the State in which the bidder was organized. If the bidder uses a trade name other than the name under which the company was organized, bidder must also submit a copy of the Assumed Name Certificate. Also, a DBA certificate must be provided if the bidder uses a trade name other than the name under which the company was organized. Further, bidder must complete and submit the affidavit at the end of section I-E, Supplemental Bidder Information, stating what names the company uses and has used in the past and attest that all such names describe the company currently submitting a bid or proposal.

26. CONE OF SILENCE POLICY

A "Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertising and terminates at the time the Purchasing Manager places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and City's professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of the City's professional staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee.

The provisions above do not apply to, among other communications:

- Oral communications with the Purchasing Manager or Contract Administrator, provided the communications are limited strictly to matters of process or procedure already contained in the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly noticed public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

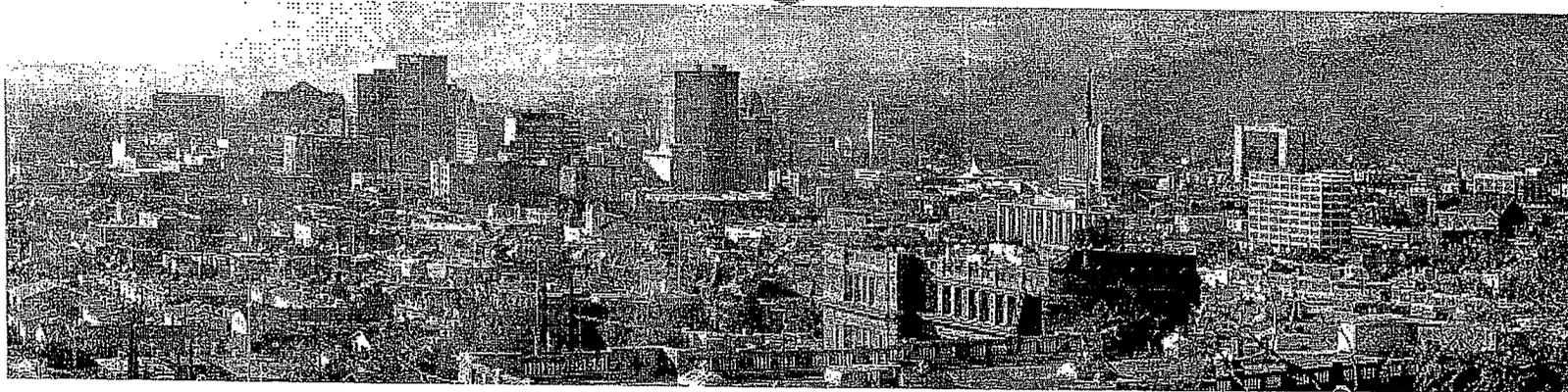
In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.

SERVICE SOLUTIONS SUCCESS



*Municipal Vehicle Storage Facility
Proposal*

December 10, 2009





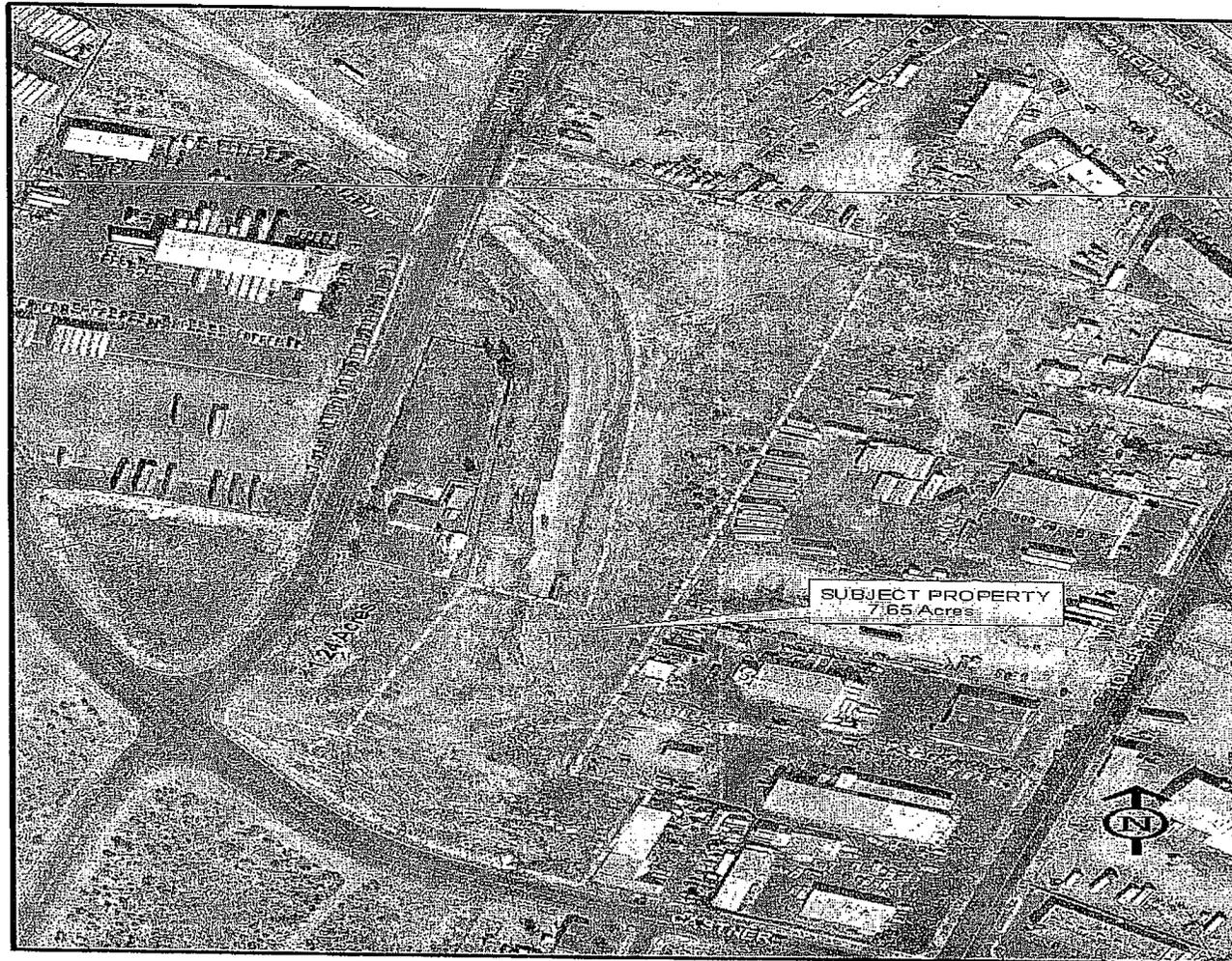
Proposal

- Recommend the City of El Paso consider contracting the operation of a Vehicle Storage Facility
- Revenue-sharing contract
- Streamline vehicle recovery process for the citizen
- Illustrate an all inclusive Abandoned Auto Unit to be located at Valley Crest Drive and Castner

SERVICE SOLUTIONS SUCCESS



Valley Crest Drive & Castner



0 125 250 500 Feet



Opportunities with Transition

- ❑ Having a one-stop location to claim vehicle
- ❑ Reduce expenses incurred by the City and the vehicle owner
- ❑ Improved response to abandoned and junked vehicle complaints
- ❑ Enhanced pool of qualified towing services
- ❑ Streamline notice processes
- ❑ Revenue sharing will provide opportunity for additional funding for law enforcement



Improved Response To Complaints of Improperly Stored Vehicles in the Street*

Notices Issued		Vehicles Stored		Potential Impounds	
2006	4,068	2006	341	2006	3,727
2007	4,441	2007	385	2007	4,056
2008	4,702	2008	354	2008	4,348
2009	4,763	2009	467	2009	4,296

*Section 12.80.150 states that a vehicle is presumed stored if it has remained parked upon any street, alley or other right-of-way at or near the same location for a continuous period of time in excess of five days.



Benefits of Proposed Project

- ❑ Manage all aspects of the Municipal Vehicle Storage Facility at one location
- ❑ Security of lot would be provided by contractor
- ❑ Streamline procedures of effort and costs such as personnel, storage, notification and publication fees
- ❑ 24-7 operational functions to receive and claim vehicles



Benefits of Proposed Project (cont.)

- ❑ Eliminate cost of a private company serving as a storage facility while vehicles are on investigative hold or being prepared for auction
- ❑ The Valley Crest Drive and Castner location provides a larger site than has been available in the past
- ❑ Expand the number of contractors available for tows
- ❑ Expect to generate surplus revenues that can be used for law enforcement purposes (TRC 683.015)



Services Provided by Contractor(s)

- Current:
 - Provides storage due to limited storage area at Lafayette
 - 600 storage spaces; 300 auction spaces
- Proposed:
 - Expand number of contractors available for use through a legal rotation system based on established criteria
 - Provide only towing services on a rotation system for all police dispatched calls:
 - Arrestee's vehicles
 - Vehicles involved in collision
 - Hazard tows (Interstate Highway)
 - Impound (Bond Office)
 - Seizures (narcotics cases)
 - Quality of life issues (Abandoned Autos)
 - Performance issues handled by contractor



Current Contract

- ❑ Vehicle impounded by Police authority
- ❑ Towing fee ranges from \$49.50 to \$200.00
- ❑ Daily Storage Fees at \$15.50 per day until claimed or auctioned
- ❑ 42 to 52 days elapse prior to all mandates are met by contractor and PD
- ❑ At the time of sale:
 - ❑ 2% of gross proceeds is paid to Abandoned Auto Unit (Trans Code 683.034(c)(1))
 - ❑ 2.75% of gross proceeds is paid to auctioneer by contractor
- ❑ Contractor receives amount to satisfy any lien, but any amount above lien is deposited in an escrow account of 90 days. Escrow account is for prior owner/lien holder to claim (Trans Code 683.015(b))



Escrow Comparison

Sale Amount	\$1,200	Sale Amount	\$600
2% to AA Unit	(24)	2% to AA Unit	(12)
2.75% to Auctioneer	(33)	2.75% to Auctioneer	(17)
Bal. after expenses	1,143	Bal. after expenses	572
*Lien Amount	(600)	*Lien Amount	(600)
Escrow Amount	<u>\$543</u>	Escrow Amount	<u>(\$29)</u>

*Lien includes towing, storage, notification fees and any other fees imposed.



Description of 24/7 Operation

- ❑ Three Shifts - Day/Evening/Night Shifts to process administrative work
 - ❑ Receive Vehicles
 - ❑ Release Vehicles
 - ❑ Lien Process
 - ❑ Notification Letters
 - ❑ Publication in newspaper
 - ❑ Auction Day
 - ❑ Safeguard property
- ❑ Proposed Municipal Vehicle Storage Facility
 - ❑ Storage Lot (800 spaces)
 - ❑ Action Lot (350 spaces)



Auction Income 2006 – 2008

	Auction Proceeds	Contractor's Lien	Net Auction Proceeds
Jan - Dec 2006	\$1,256,795	\$706,165	\$550,630
Jan - Dec 2007	\$929,195	\$649,000	\$280,195
Jan - Dec 2008	\$1,002,720	\$726,995	\$275,725
Average	\$1,062,903	\$694,053	\$368,850



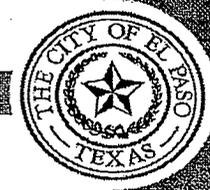
Current System-Contractor as Garage Keeper

2008 11,635 Tows	Basic Costs	Revenue for Contractor
4,189 (36%) Immediate Claims 24 hours or less	@\$49.50 + \$15.50 storage fee Total \$65.00	\$272,285
5,258 (45%) Notice sent w/5 days of storage	@\$159	\$836,022
1,598 (14%) Sold at Auction	Average Sale @627.48	\$1,002,713
590 (5%) @ \$125.00 Vehicle Transfers		\$73,750
Total Revenue		\$2,184,770



Proposed System – Revenue Sharing

2008 11,635 Tows	Basic Costs	Earned Revenue
4,189 (36%) Immediate Claims 24 hours or less	@\$49.50 + \$15.50 storage fee Total \$65.00	\$272,285
5,258 (45%) Notice sent w/5 days of storage	@\$159	\$836,022
1,598 (14%) Sold at Auction	Average Sale @\$627.48	\$1,002,713
Total Revenue		\$2,111,020



Revenue - Sharing

- General Fund cost savings - \$234,342
- Revenue sharing as a percentage with a minimum amount due to the City
- Contractor may be required to invest all or a percentage of construction costs for new facility
- Reduced cost for the City
- City will retain ownership of property



Cost Savings General Fund

Job Title	Current	Salary
Property & Evidence Supervisor	1	\$46,770
Property & Evidence Specialist	3	\$110,380
Tow Truck Operator	2	\$77,193
Total	6	\$234,342



Estimated Project Cost Summary

Contractual Design	\$108,527
Design Management	\$42,000
Contact Compliance	\$10,000
Materials Testing	\$17,000
Contruction Inspection	\$42,000
Construction Cost	\$1,874,994
Contingency	\$187,499
EPWU Sewer Line (50% participation cost)	\$7,500
EPWU Water Line (50% participation cost)	\$7,500
Texas Gas Company (50% participation cost)	\$7,500
El Paso Electric Company (100% paticipation)	\$2,000
Furniture	\$38,176
Communication Equipment	\$75,000
Total Estimated Project Budget	\$2,419,696

Source - City Engineering Department



Options to Finance

- Fund Balance Reserves
- CIP Reprogramming (Payback from General Fund Transfer)
- Issue Debt for Project
- Contractor Shares the of Construction Costs



Timeline

- December 2009 Presentation at LRC
- January 2010 City Council Approval
- January 2010 RFQ Published
- February 2010 Contract Awarded
- September 2010 Fully Operational



Benefits of Implementation

- Realize cost savings to taxpayer
 - Eliminate lien process for contractor
 - Redirect auction proceeds
 - Cost savings to the General Fund
 - Receive and release vehicles 24/7
 - Reduce Process period before auction (streamline of processes)
 - Frees up Lafayette lot for other City uses
- Improved services to public
 - One stop location
 - Extending business hours (24 hours, seven days a week)
 - Eliminate inflated costs imposed by contractor
 - Abandoned vehicles impounded 24/7

SERVICE SOLUTIONS SUCCESS



Questions Comments



SERVICE SOLUTIONS SUCCESS



City of El Paso

4-10 Hour Work Week
Discussion and Action by the
LRC for Fiscal Affairs/Internal Audit
December 10, 2009



Snapshot of 2009 Pilot

Buildings Impacted:

City Hall
Fire Department Headquarters and
Training Academy
Environmental Services
Health Department Administration
Streets Departments

Extended Service Hours for the Public:

Hours of Operation:
7:00 a.m. – 7:00 p.m.

El Paso in the News!

DailyFinance.Com
August 29, 2009

Time Magazine
September 7, 2009



Direct and Indirect Benefits

Direct Benefits:

Energy consumption savings resulting from the 4/10 initiative from June thru September

Electricity down (5.98%)

Natural Gas down (19.06%)

Custodial service down (20.91%)

Fuel down (9.6%)

Total Savings of over \$1,600,000

Indirect Benefits:

- Increased Employee Morale*
- Air Quality Impact*
- Lower Sick Leave Usage

*These indirect benefits could not be quantified.

2,057 Employees participated in the Pilot Program city-wide.

Of the total civilian population:

TOTAL SICK PAY (ALL CIVILIANS)

USED IN SUMMER OF 2008 60,476.76 HOURS

USED IN SUMMER OF 2009 57,335.13 HOURS

Overall, City employees used 3,141.63 LESS SICK LEAVE HOURS

Of the 10 x 4 STUDY GROUP (City Hall Plus):

TOTAL SICK PAY (STUDY GP CIVILIANS)

USED IN SUMMER OF 2008 14,284 HOURS

USED IN SUMMER OF 2009 13,848 HOURS

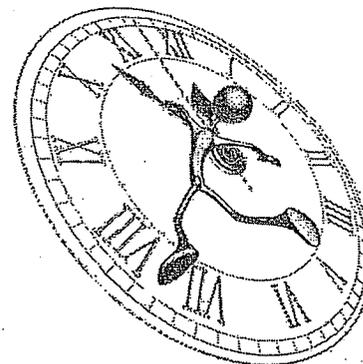
Overall, the study group used 435.93 LESS SICK LEAVE HOURS

Pilot Program Success!



Factors to Consider

- Citywide Impact
 - All sites or only City Hall
- Timeframe
- Days/Hours of Operations
- Customer Service
- Cost Savings





Savings and Benefits for Extended Program[^]

Direct Savings
Utility Costs
Custodial Savings
Fuel Costs
<u>Savings in 2009 resulted in</u> <u>\$160,000</u>
<u>Estimated potential savings in</u> <u>2020 if extrapolated: \$213,000</u>

Indirect Benefits
Employee fuel costs*
Impact on fuel emissions*
Traffic congestion reduction*
Employee Fuel Savings**
Increase in Employee Morale
<small>*based on one less driving day for affected employees **based on 20 mile average round trip at IRS mileage rate for number of employees affected</small>

[^]Savings would need to be evaluated



Employees Impacted in 2009

By Building Site:	
City Hall	1,062
Fire Department	137
Environmental Services	587
Streets	260
Health Administration	175
Total	2,221



Non-participating Departments in 2009

- Non-participating departments outside of City Hall:
 - Airport
 - Fire (24/7 Operations)
 - Health (On-call center only)
 - Municipal Courts
 - Library
 - Parks and Recreation (non-administration)
 - Museums
 - Bridges
 - Sun Metro
 - Police
 - EPWU
 - Zoo



Survey Results – 4-Day, 10-Hours Proposal

Gross Votes	%		Net Votes	%		Count	%
701	70.10%	YES	694	72.75%	Duplicate IP Addresses	255	25.50%
223	22.30%	NO	193	20.23%	Accepted Votes	63	
76	7.60%	NO PREFERENCE	67	7.02%	NOT Accepted Votes	192	
1000		Total Votes	954				

Note: If multiple survey responses were received from the same device; one vote was accepted regardless of the number of votes cast, only if all responses were the same. If different multiple responses were received, it was impossible to determine intent, so those votes were discarded. All impacted employees were surveyed.



Other Survey Information

- The City was approached by Rex Facer from Brigham Young University who was conducting a survey on Alternative Work Schedules
- Survey was sent out to employees in the pilot program
- Results were favorable towards alternative work program



Local Entities on 4-Day Work Week in 2009

Entity	4-10 Day	Timing	Notes
Canutillo ISD	Yes	June 10-August 1st July 4th weekend-regular schedule	Did last year for the first year. People like it; gasoline prices were so high that they were glad they didn't have to go to work one day.
Anthony ISD	Yes	June - end of July	Closes facility beginning after summer school. Regular faculty really likes it; community was okay with it.
EPISD	Yes	June 22 - August 6	Done for the last three years. A lot of people like it; nice to have the Friday off. Option of charging vacation or non-duty leave. All operations are closed on Friday, even summer school, for max savings.
County of El Paso	-	-	Still under consideration
UTEP			No, tried it in 2006; did not work out.
YISD	Yes	June 8 through end of July	Done last year - will do again next year



Recommendations for 2010 and beyond

Proposals to Consider

- Year Round Program
- Daylight Savings Time (DST) Program – begins the second Sunday in March and reverts on the first Sunday in November (In 2010, DST starts on March 14 and ends on November 7.)
- May 1st through Labor Day (9/6/10)



Recommendations if Extended beyond Summer

Specifics

- Monday through Thursday schedule (closed on Fridays)
- **Operating hours will be 7 a.m. to 6 p.m.**
- Applied to all non-public safety operations
- Program would be automatic
- Adjustments would be made for holidays that fall within the adjusted work week such as July 4th

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Questions or Comments?