



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

Notice to Interested Parties

Sealed Request for Qualifications will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Monday, August 19, 2013. Responses will be opened at the County Purchasing Office the same date for Bond Counsel for the County of El Paso.

**Qualifications must be in a sealed envelope and marked:
"Qualifications to be opened August 19, 2013
Bond Counsel for the County of El Paso
RFQ Number 13-045"**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Wednesday, July 31, 2013, at 12:00 p.m. Questions can be faxed to (915)-546-8180. 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.

Said contract shall be let to the best qualified, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND WAIVE TECHNICALITIES.** Only responses that conform to specifications will be considered. Faxed responses will not be accepted.

In order to remain active on the El Paso County Vendor list, each vendor receiving this request for qualifications must respond in some form. Vendors submitting qualifications must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the El Paso County Purchasing Department.

Kennie Downing
Purchasing Agent

IMPORTANT NOTICE FOR VENDORS

EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

Vendors. Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

Training

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

The required training for Vendors may be accessed and completed at: <http://www.epcounty.com/ethicscom/training.htm>

Once you have taken the ethics training course print out the confirmation and attach a copy to your RFQ. Keep a copy for future references.

To view the list of the Vendors, the representatives and the date it expires.

❖ **Go to <http://www.epcounty.com/ethicscom/training.htm>**

❖ **Select:**

Vendors Who Have Completed Ethics Training

If you have taken the training and your name has not been added to the list, Please contact Gabriel Herrera at our Human Resource Department at (915)849-2521.



**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 – RFQ # 13-045 Bond Counsel for the County of El Paso Vendor must meet or exceed specifications
Please submit one (1) original copy and seven (7) electronic format copies (such as read only CD/DVD and responses in Microsoft Word/Microsoft Excel) of your statements of qualifications.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

Ethics Representative (refer to page 2)

Ethics Training Date or Expiration Date

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

****THIS MUST BE THE FIRST PAGE ON RFQ RESPONSE****

Bond Counsel for the County of El Paso

RFQ #13-045



**Opening Date
Monday, August 19, 2013**

A. PURPOSE AND BACKGROUND:

PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit statements of qualifications (hereafter “Proposals”) from qualified law firms (the “Offerors”) to provide bond counsel services (the “Contractor”) for the County of El Paso, Texas (the “County”). *The County may choose a single firm or may select more than one firm, and rotate the firms.*

Offeror’s interested in responding to this request for qualifications should have experience as bond counsel to Texas counties and have demonstrated experience in serving as bond counsel for counties over the past three calendar years. Experience in projects of over \$50,000,000 should be described in the proposal.

The annual County budget for fiscal year 2013 is approximately \$282,760,433.00. Debt issuance in any one fiscal year is estimated to range from one hundred and fifty thousand dollars (\$150,000.00) to one hundred fifty million dollars (\$150,000,000.00). The County fiscal year is October 1 through September 30 and interest and principal payment dates are defined as February and August 15th without exception.

BACKGROUND

El Paso County was created from Bexar District in 1849, organized in 1850, and incorporated in 1871. Parts of El Paso County were taken to form Culberson County in 1911 and Hudspeth County in 1915. The County derived its name from being a well-known pass through the Rocky Mountains. It is the most western County in Texas, and is about equidistant from Houston, Texas, Los Angeles, California and Denver, Colorado. Bordered on the east side by Hudspeth County, El Paso County is just to the north of the International Boundary between the United States of America and the Republic of Mexico, and touches Doña Ana County in New Mexico. The County is a strategic cross-roads for continental north-south and east-west traffic. The County spans a geographic area of about 1,058 square miles.

The County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the county judge, who is elected at large to a four-year term, and four county commissioners, each elected to represent a precinct within the county for a four-year term. In all Texas counties, the County Judge presides over Commissioners court meetings.

The Commissioners Court serves as the executive branch of county government. Included among their constitutional and statutorily imposed duties and responsibilities, is the exclusive responsibility and authority over the county's operating budget and budgetary amendments, the exclusive responsibility and authority to set ad valorem property tax rates, and, with the County Auditor, the responsibility and authority to audit and settle all claims against the County. The Commissioners Court also determines when propositions to issue bonds will be submitted to the voters.

According to the latest U.S Census Bureau estimate the County population is at 820,790.

B. ISSUING OFFICE; COUNTY LIAISON:

Issuing Office

County of El Paso
Purchasing Agent
Room 300, County Administrative Annex
800 E. Overland
El Paso, Texas 79901

County Liaison

The County Purchasing Agent has named the following person as the individual to serve as the County's contact during the performance of the contract. Any questions or problems must be addressed to her in writing during County working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, by email or fax.

Araceli Hernandez, Inventory Bid Technician
Email arahernandez@epcounty.com
Telephone: (915) 540-2048
Fax: (915) 546-8180

C. OFFEROR; VENDOR QUALIFICATION AND DISQUALIFICATION:

Any person or entity responding to this RFQ shall be referred to herein as a "Offeror" or "Vendor". Any reference to "you", "your", or derivation thereof refers to any actual or potential Offeror reviewing this RFQ.

Offerors are required to comply with the following requirements and ethical standards. Failure to comply with any of the requirements or ethical standards may serve to disqualify an Offeror from further consideration.

D. QUESTIONS, CHANGES, AND ADDENDA:

If any Offeror is in doubt as to the meaning of any part of this RFQ or otherwise believes that additional clarification or information is necessary in order for the Offeror to provide its offer, a written request for clarification should be submitted to the Purchasing Agent no later than **Wednesday, July 31, 2013**.

Responses to such requests, changes to the RFQ, and any and all addenda to the RFQ shall be made only by written response to be posted on the County website at <http://www.epcounty.com/purchasing/bids/default.htm>

Offeror should regularly check the County Purchasing website for updates. Offeror should not make any changes to the questions in this RFQ; however, Offeror may offer additional information to supplement your response. Changes made to the questions in this RFQ may result in the disqualification of your offer.

SECTION I
SERVICE REQUIREMENTS INFORMATION FOR VENDORS

A. The Contractor shall provide bond counsel and consulting services to the County. The County requests the services of the Contractor primarily for the general obligation bond sales, certificate of obligation bond sales, revenue bond sales and other financing transactions, as well as general bond counsel advisory services. Such services include, but are not limited to the following:

1. Bond-Sale Activities:

- * Examine applicable law;
- * Prepare (i) orders or resolutions, and related documents pursuant to which any necessary bond election may be passed; (ii) orders or resolutions, and related documents pursuant to which any of the County's bonds (the "Bonds") will be issued and secured; (iii) such other documents as may be required by the financing or which are necessary for rendering an opinion; and (iv) the forms of such closing documents, certificates, and opinions of counsel as may be required by the terms of the financing and applicable federal and state laws;
- * Obtain approval of the Bonds from the Attorney General of the State of Texas and registration of the Bonds by the Comptroller of Public Accounts of the State of Texas;
- * Consult with other parties and counsel relating to the Bonds, to the extent required or requested;
- * Supervise the execution of the Bonds, and the delivery of the Bonds to the initial purchaser(s) thereof;
- * Subject to the completion of proceedings in a satisfactory manner, render an opinion relating to (i) the validity and enforceability of the Bonds; and (ii) the tax-exempt status of the interest on the Bonds under federal income tax laws;
- * Undertake any additional duties as necessary to render the above described opinion;
- * Prepare and provide to all parties, as required, transcripts of proceeding relating to the issuance of the Bonds;
- * Upon request, review the terms and conditions of existing bond issuances, and advise the County on such matters; and.
- * Attend various working groups, County and other appropriate meetings and provide recommendations, as appropriate;

SECTION II
INFORMATION REQUIRED FROM VENDORS IN THE RFQ

Offerors should contain direct responses to the following questions or requests for information and be organized so that the specific questions being responded to are readily identifiable. Responses to each numbered question or request for information should each begin on a new page with the question repeated at the top of the page. Responses should be as thorough and detailed as possible so that the selection Committee may properly evaluate your capabilities to provide the required services. Offerors are required to respond to the following questions and requests for information.

(USE A SEPARATE PAGE TO BEGIN EACH NUMBERED ITEM BELOW):

1. Letter of Transmittal

Each offer should be accompanied by a letter of transmittal not exceeding two pages which summarizes key points of the offer and which is signed by an Authorized Officer of Offeror who is responsible for committing the firm's resources.

2. Basic Information Requirements

Provide the following:

- i) Name of the firm making the offer; name of firm principals. Name of firm principal who will be responsible for service provided under this RFQ/contract.
- ii) Name and title of individual preparing and responsible for the offer. This person may be different from the individual signing the transmittal page.
- iii) Mailing Address; if firm has more than one office, identify which office will be principally responsible for service under this RFQ/contract.
- iv) Telephone and fax numbers of Offeror; if firm has more than one office, identify the appropriate telephone and fax numbers for the office which will be principally responsible for service under this RFQ/contract.
- v) E-mail address and contact information of firm principal who will be responsible for service provided under this RFQ/contract and of the individual preparing and responsible for the offer.
- vi) Statement that individual signing the proposal has the authority to commit the firm to the terms proposed.
- vii) Three references from other public-sector clients, preferably from Texas counties or other counties, clients for whom the firm provided similar services to those proposed in this RFQ.
- viii) Amounts and types of malpractice insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.

- ix) Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
- x) Disclosure of any pending investigation or enforcement or disciplinary actions taken within the past three years by federal, state, or local prosecutors, law enforcement or regulatory bodies against or of Offeror, its principals, employees or affiliates.
- xi) Disclosure of gifts, loans, political contributions, or other financial arrangements, from the Offeror, its principals, employees, or other affiliates to or with members of the El Paso County Commissioners Court for the previous twenty-four (24) months.

3. Basic Qualifications and Experience

- A. Describe your firm's qualifications for this engagement. Please provide a detailed narrative on the firm's qualifications to serve as Bond Counsel for the County's financing programs. Each of the following issues should be addressed individually.
 - * Describe your firm's strengths and analytic capability with respect to providing Bond Counsel services for the issuance of municipal bonds of the County. Include your experience in tax matters and identify the attorneys who practice full time in the area of public finance tax law. Please explain why your strengths and analytic capability are advantageous to the County's needs.
 - * Describe your firm's experience with federal and Texas law, in particular your firm's experience with and approach to applicable federal securities law and regulations. Identify the attorneys who practice full time in the area of public finance/securities law. Provide information regarding your training and experience on the recent changes in municipal finance laws and regulations.
 - * Describe your firm's experience in which you have served as Bond Counsel to other municipalities. Give dates and length of service. Describe your role in the program and give the name, title and telephone number of persons who may be contacted for reference and further information concerning the services you provided.
 - * Describe your firm's familiarity with GFOA's Recommended Practices relating to the selling of bonds and the selection of finance professionals, and ongoing training provided to the firm and its employees.
 - * Describe your firm's policies on ethics and any training provided to the firm and its employees.

- B. What are the factors that you believe the County should emphasize in selecting the Bond Counsel? Why does your firm best meet the County's Bond Counsel needs?
- C. Describe your firm's experience in which you have served as Bond Counsel to other municipalities. Give dates and length of service. Describe your role in the program and give the name, title and telephone number of persons who may be contacted for reference and further information concerning the services you provided. Provide a record of clients and issuances from 2007 to the present in which you served as Bond Counsel.
 - i) Total number of financings during period.
 - ii) Total par value of financings during period.
 - iii) Issue sold as negotiated sale or competitive sale.
 - iv) Refinancing versus new money.
 - v) Disclose any issuer that terminated a contract with your firm.
- D. Expertise of participating personnel
 - i) Who would be the primary management contact from your firm for this engagement?
 - ii) Who would be the day-to-day contact from your firm for this engagement? What assurances can you provide that the named personnel shall remain the primary service providers, and not be transferred to another account after the contract is awarded?
 - iii) What other staff from your firm would be assigned to this assignment? What would their roles be in the engagement?
 - iv) Relevant experience of the individuals to be assigned to the County, and the percentage of time committed for each individual on the account.

Include summary resumes of the person(s) listed above and the specific roles they played in financings listed in 3. C. above, if any.

4. Approach to the Work and Understanding of County Needs

- A. Outline your understanding of the County's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing.

- B. Describe financing methods and programs that the County does not already utilize that could enhance its offerings and ability to meet the increased demand for infrastructure financing, maintain and improve its A1/AA- credit ratings and preserve its debt issuing capacity.
- C. Describe changes which could be made to existing financing programs that could enhance the County's offerings and ability to meet the increased demand for infrastructure financing, maintain and improve its A1/AA- credit ratings and preserve its debt issuing capacity.
- D. Describe any recent statutory changes and/or legislation necessary to accomplish recommendations made for b, c or d above.
- E. Describe any customized Bond Counsel computer analysis services which your firm has provided in the past. Provide information as to the nature of the services and the use of the programs.
- F. Describe contacts and relationships with rating agencies, underwriters, and interfaces with other bond or underwriter counsel.

5. Public Integrity Affidavit

Offeror shall submit a notarized and subscribed Affidavit, in substantially the form provided by Attachment A with the following information: Offeror shall disclose whether Offeror, or any of its affiliates or other associated bond counsel professionals, is a target, a subject, or currently under investigation by a federal or state law enforcement or regulatory agency, or Self-Regulatory Organization (SRO) for any matter, including but not limited to, any bond issuances for which Offeror, or any of its affiliates or other associated bond counsel professionals, served as bond counsel or underwriter counsel.

**SECTION III
CRITERIA FOR RFQ EVALUATIONS**

A. ACCEPTANCE OF THE FOLLOWING TERMS:

Proposed Contract

The County intends to select one or more Bond Counsel and enter into a formal contract with the Bond Counsel as soon as practicable after receipt of vendors' offer.

Term

The contract between each selected firm or firms and the County of El Paso for Bond Counsel services will be for the period of *one* year, or as otherwise dictated by the needs of the County, with the County retaining the exclusive *option to extend the agreement resulting from this solicitation for four additional one-year periods*. Any adjustments in rates in subsequent years will be based on mutual agreement.

Reservation of Rights

- The award of a contract shall be at the sole discretion of the County Commissioners Court. The award will be made to the vendor or vendors whose proposal is determined to best serve the County.
- The County reserves the right to accept or reject any or all offers in whole or in part. The County of El Paso further reserves the right to make an award of contract based on the initial offer submitted; for that reason, the initial offer should be submitted on the most favorable terms which the vendor can propose with respect to technical capability. The contents of the offer of the selected vendor will become contractual obligation when the award is made.
- The County reserves the right to add similar services or delete services specified in any contract resulting from this procurement if requirements change during the performance of the contract. Prices for services to be added to the contract will be mutually agreed to by the County and the vendor. A contract modification will be required for any addition or deletion.

Conflicts of Interest

The firm or firms serving as Bond Counsel shall be prohibited from engaging in activities on behalf of the County that produce a direct or indirect financial gain for the Bond Counsel, other than the agreed-upon compensation, without the County's informed consent.

Disqualification for Failure to Disclose Material Information to County

An Offeror may be disqualified for failure to disclose material information to the County. “Material information” is defined as of sufficient importance or relevance as to have possible significant influence on the County’s choice of Bond Counsel.

Fees and Expenses

1. Fees due to the Bond Counsel for services provided, together with any other fees as may have been mutually agreed upon and all expenses for which the Bond Counsel is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser. **IN THE EVENT THAT THE COUNTY DOES NOT ISSUE DEBT INSTRUMENTS, OR A CALLED BOND ELECTION FAILS, THEN THE FEE DUE BOND COUNSEL SHALL BE NOTHING.**
2. Upon the successful issuance and sale of debt instruments by the County, the Bond Counsel must submit actual invoices, to include all documentation supporting the invoices, for all services related to the issuance of debt instruments in order to receive payment from the County. All proceeds from bond or other debt instrument sales shall be deposited with the County of El Paso. Upon receipt, verification and authorization of claims paid by Commissioners Court, payments will issued to all applicable parties for services.
3. Offeror shall agree to submit to the County's examination of any financial and performance records related to the services provided to the County under the contract.
4. Offeror shall agree to abide by the reimbursement rates set by the County Travel Policy as to lodging, transportation, and per diem.

B. TOTALITY OF INFORMATION PROVIDED IN THE RESPONSE TO THE RFQ

The following criteria will be used to evaluate the offers received:

1. **Understanding the Needs of the County** - This refers to the Offeror's:
 - a. Understanding the County's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing
 - b. Understanding of the nature and scope of the work involved.
 - c. Accessibility and responsiveness; ability to meet the schedules and deadlines of the financing projects.
 - d. Prior experience with the Texas Counties.

2. **Offeror's Qualifications**

This criterion includes the ability of the Offeror to meet the terms of the RFQ, and any special considerations, which the Offeror feels may increase its ability to perform the Contract.

- a. Expertise; superior capability to perform the services required.
- b. Quality of performance; professional qualifications of the key personnel assigned relevant to the work to be performed.
- c. Experience, within the last 5 years, in similar financing projects

3. **Soundness of Approach**

Emphasis here is on the techniques for providing the services requested, and on the Offeror's capability to deliver the desired services on schedule. Special emphasis should be placed on responding to questions asked by the County in this solicitation, and on outlining problems that may be encountered and offering solutions to those problems.

ATTACHMENT A

AFFIDAVIT

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, first upon oath being duly sworn, deposed and stated:

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge. All terms not otherwise defined herein are as defined in the Municipal Securities Rulemaking Board (“MSRB”) Rules.

1. I am an attorney licensed to practice law in Texas. My State Bar of Texas Bar Card number is _____. My title and law firm is _____. I will be the lead bond counsel for debt issuances contemplated in this El Paso County. I hold the following licenses or other bond counsel professional qualifications: _____.

2. I am not a target, a subject, or currently under investigation by a federal or state law enforcement or regulatory agency, or Self-Regulatory Organization (SRO) for any dealing I have had, including, but not limited to, any bond issuances for which I served as bond counsel or underwriter counsel. .

3. For the period from January 1, 2011 to the present, I and the principals or employees of my law firm, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff: Date/Amount or Cash Value of Gift/Recipient’s Name and Title: _____.

[add any additional information affiant deems necessary or appropriate]

Further Affiant sayeth not.

Affiant

The foregoing Affidavit was acknowledged before me on the ____ day of _____, 2013 by _____, (Name), _____(Title), both in his/her individual capacity and on behalf of _____(Company).

Notary Public, State of _____

**General Provisions
County of El Paso, Texas**

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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 the Proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:

- A. For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident-THREE HUNDRED THOUSAND AND NO/100 (\$300,000) DOLLARS
- C. For any injury to or destruction of property in any once accident-ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

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.

26. 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 request for proposal. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. For Proposer's convenience, a blank CIQ Form

is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

It is Proposer's sole responsibility to file a true and complete CIQ Form with the El Paso County Clerk if Proposer is required to file by the requirements of Chapter 176. Fax at no charge to El Paso County Clerk at (915) 543-3816. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

Chapter 176 specifies deadline for the filing of CIQ Forms (both initial filings and updated filings).

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

27. 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.

28. 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.

29. 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.

30. 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.

31. ACCUACY OF DATA

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

32. SUBCONTRACTING/ASSIGNMENT

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

33. 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.

34. 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.

35. PROCUREMENT ETHICS

CODE OF ETHICS-

El Paso County Code of Ethics Training Requirement for Vendors:

Vendors: Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the County.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

Training: In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

The required training for Vendors may be accessed and completed at:

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

Vendors are recommended to print out completed training receipt and attach to BID/RFP/RFQ/RFI to verify that it was taken.

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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 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



COUNTY OF EL PASO

County Purchasing Department
800 E. Overland, Suite PU300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFQ #13-045, Bond Counsel for the County of El Paso

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner Sergio Lewis
Commissioner Vicente Perez
Commissioner - Vacant

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
Lee Shapleigh, Assistant County Attorney
Josie Brostrom, Assistant County Attorney
Michael Martinez, Contract Admin. Manager
Claudia Duran, Assist. Contract Manager
James Utterback, Cash Mgmt & Debt Services Supervisor
Laura Martinez, Investment Analyst
Angela Brinkley, Tax Office

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

RFQ # 13-045

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
Solicitation Check List
Bond Counsel for the County of El Paso
RFQ #13-045

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, August 19, 2013. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the "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 the mandatory Ethics Training Course and include a confirmation print as indicated in page 2?

_____ Did you provide one (1) original copy and seven (7) electronic format copies (such as read only CD/DVD and responses in Microsoft Word/Microsoft Excel) of your statements of qualifications?