



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Friday, April 20, 2018 to be opened at the County Purchasing Office the same date for Financial Advisor for the County of El Paso.

**Proposals must be in a sealed envelope and marked:  
Proposals to be opened Friday, April 20, 2018  
Financial Advisor for the County of El Paso  
RFP Number 18-023**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Thursday, April 5, 2018, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

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

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

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

**DEBRA CARREJO CPPO, CPPB**  
Purchasing Agent

# El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

## El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

I \_\_\_\_\_ am an officer, principal, or individual

(Full Name)

authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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

**Memorandum**

**To:** All Vendors

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

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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](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

# EL PASO COUNTY SIGNATURE PAGE

**RFP # 18-023**

**Financial Advisor for the County of El Paso**

Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.**

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
DUNS Number (Applicable to Grant Funded Project)

\_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

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

# **Financial Advisor for the County of El Paso**

**RFP # 18-023**



**Opening Date  
Friday, April 20, 2018**

## **SECTION I**

### **GENERAL INFORMATION FOR VENDORS**

#### **A. PURPOSE AND BACKGROUND:**

1. **Purpose.** The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors (“Vendor”, “Vendors”, “Offeror” or “Offerors”) to establish a contract through competitive sealed proposals for the provision of services as Financial Advisor (the “Financial Advisor” or “FA”) for the County of El Paso, Texas (the “County” or “Issuer”).

Offerors interested in responding to this request for proposals should have experience as a financial consultant to Texas counties and have demonstrated experience in designing financing for counties in an average amount of at least \$10,000,000 per year over the past three calendar years. Experience in projects of over \$20,000,000 should be described in the proposal.

The annual County budget is approximately \$412,228,363. Debt issuance in any one fiscal year is estimated to range from one hundred and fifty thousand dollars (\$150,000.00) to one hundred ten million dollars (\$110,000,000.00). The County fiscal year is October 1 through September 30 and interest and principal payment dates are defined as February and August 15<sup>th</sup> without exception.

2. **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 crossroads 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.

As of September 30, 2017, the Texas Department of State Health Services estimated the County population at 904,586.

## B. LAWS AND REGULATIONS

All applicable federal and state laws, county policies and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

## SECTION II:

### SERVICE REQUIREMENTS INFORMATION FOR VENDORS:

#### SCOPE OF WORK:

##### A. FINANCIAL PLANNING

On at least a quarterly basis, or more frequently as requested by the County, the Financial Advisor shall provide the following information to Issuer: ("Debt Instruments" shall mean certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer).

1. **Survey and Analysis.** Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.
2. **Future Financings.** Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.
3. **Recommendations for Debt Instruments.** Assist and advise in debt structuring and/or restructuring decisions. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. **Market Information.** Advise the Issuer of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.



5. **Elections.** In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FA will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.
6. **Non-Bond Sale Related Activities:**
  - a. Develop new financing program alternatives and determine their impact on the County;
  - b. Provide general advice on tax issues, particularly compliance with respect to arbitrage rebate, but not including any arbitrage rebate calculations;
  - c. Develop financial analysis programs and computer models to be used in conjunction with the County's financing program(s) using software and hardware compatible with the County's computer system;
  - d. Establish and maintain automated interface to include full compatibility to transmit information and data via Internet, high speed modem, diskette, and other electronic media, including fax. Automated file transfers from the Advisor must be compatible to the County's microcomputer system using County's software; and
  - e. Review and advice on various projects involving potential County financing as requested by County staff.

**B. DEBT MANAGEMENT AND FINANCIAL IMPLEMENTATION**

1. **General services:** At the direction of Issuer, FA shall:
  - a. Assist in the planning and structuring of bond issues;
  - b. Assess current market conditions;
  - c. Identify and analyze key issues associated with a pending bond sale;
  - d. Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds or other debt policies as requested;
  - e. Assist in the procurement and negotiation of credit support mechanisms as needed;
  - f. Attend various working groups, County and other appropriate meetings and provide recommendations, as appropriate;
  - g. Assist in evaluating and reevaluating existing proposals as they relate to bond sale documents;
  - h. Analyze the market conditions prior to, during and subsequent to the sale of bonds. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit; and,

- i. Undertake assignments regarding bond financing including, but not limited to, budget, tax, cash management issues and related aspects of the County's financial management programs and their development.
2. **Method of Sale.** Evaluate the particular financing being contemplated, consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and: giving
  - a. If the Debt Instruments are to be sold by an advertised competitive sale, FA will:
    1. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
    2. Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
    3. Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
    4. Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
  - b. If the Debt Instruments are to be sold by negotiated sale, FA will:
    1. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
    2. To the extent requested by the County, assist in recommendations for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments;
    3. Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FA will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FA;
    4. Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market; and
    5. Advise the Issuer as to the fairness of the price offered by the underwriters;

3. **Offering Documents.** Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FA shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FA shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.
4. **Credit Ratings.** Act as liaison with the rating agencies in conjunction with the County, providing information as needed. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FA will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer, and all required follow-up.
5. **Trustee, Paying Agent, Registrar.** Upon request of the Issuer, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
6. **Financial Publications.** When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
7. **Consultants.** After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
8. **Auditors.** In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
9. **Issuer Meetings.** Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FA may be of assistance or service and the subject of financing is to be discussed.
10. **Printing.** Upon request of the Issuer, solicit bids from financial printers for the sale of bonds on behalf of the County, analyze the responses and provide a recommendation; To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
11. **Bond Counsel and Financing Team.** Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Assist in the selection of professionals and financing team members, as necessary, including the selection of underwriters, if asked to do so.
12. **Changes in Laws.** Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FA becomes aware in the ordinary course

of its business, it being understood that FA does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

13. **Delivery of Debt Instruments.** As soon as a proposal for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
14. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

### **SECTION III**

#### **OTHER AVAILABLE SERVICES**

- A. In addition to the services set forth and described in Section I herein above, FA agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FA regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FA for such services:
  1. **Investment of Funds.** From time to time, as an incident to the other services provided hereunder as financial advisor, FA may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FA will be compensated in the normal and customary manner for each such transaction. In any instance wherein FA may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FA is a duly licensed broker/dealer and a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services and/or the investment advisory services of FA with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FA to provide such services shall be determined by mutual agreement at the time such services are requested.
  2. **Exercising Calls and Refunding.** Monitor and provide advice concerning bond refunding opportunities. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
  3. **Capital Improvements Programs.** Identify policy issues and direction(s) related to effective administration of the Capital Improvements Program; provide advice and assistance in the development of any capital improvements programs of the Issuer.
  4. **Long-Range Planning.** Provide advice and assistance in the development of other long-range financing plans of the Issuer.

5. **Post-Sale Services.** Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

## **SECTION IV**

### **BILLING/PAYMENT**

- A. Fees due to the Financial Advisor for services provided, together with any other fees as may have been mutually agreed upon and all expenses, for which the Financial Advisor 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 FINANCIAL ADVISOR SHALL BE NOTHING.
- B. In order to be paid at closing, the Financial Advisor must submit actual invoices for all services related to the issuance of debt instruments verification and authorization of claims paid by Commissioners Court in a timely manner in advance of closing. All proceeds from bond or other debt instrument sales shall be deposited with the County of El Paso.
- C. 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.
- D. Offeror shall agree to abide by the reimbursement rates set by the County Travel Policy as to lodging, transportation, and per diem. The policy may be found at the County website <http://www.epcounty.com/auditor/>

## **SECTION V**

### **INFORMATION REQUIRED**

#### **FROM VENDORS IN PROPOSALS**

- A. Proposals 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)**

#### **Letter of Transmittal**

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

1. **Basic Information Requirements.** Provide the following:

- a. Name of the firm making the proposal; name of firm principals. Name of firm principal who will be responsible for service provided under this RFP/contract.
- b. Name and title of individual preparing and responsible for the proposal. This person may be different from the individual signing the transmittal page.
- c. Mailing Address; if firm has more than one office, identify which office will be principally responsible for service under this RFP/contract.
- d. 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 RFP/contract.
- e. E-mail address and contact information of firm principal who will be responsible for service provided under this RFP/contract and of the individual preparing and responsible for the proposal.
- f. Statement that individual signing the proposal has the authority to commit the firm to the terms proposed.
- g. Disclosure of the firm's affiliation or relationship with any and all broker-dealers.
- h. Statement acknowledging that, due to inherent conflicts of interest, the County will not allow the firm selected as Financial Advisor to resign in order to serve as underwriter for the proposed transaction.
- i. 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 RFP.
- j. Amounts and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.
- k. 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.
- l. Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by federal, state, or local prosecutors, law enforcement or regulatory bodies.
- m. Disclosure of gifts, loans, political contributions, or other financial arrangements, from the Offeror firm, its principals, or associated municipal advisor professionals, to or with members of the El Paso County Commissioners Court, El Paso County Elected Officials or any of its employees or agents for the previous twenty-four (24) months.
- n. Name of Offeror's legal counsel.

2. **Basic Qualifications and Experience.**

- a. Describe your firm's qualifications for this engagement. Please provide a detailed narrative on you firm's qualifications to serve as financial advisor for the County's

financing programs. Each of the following issues should be addressed individually.

1. Describe your firm's strengths and analytic capability with respect to providing financial advisory services for the issuance of municipal bonds of the County. Please explain why your strengths and analytic capability are advantageous to the County's financing objectives.
  2. Describe your firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist in planning and executing competitive sales; describe your firm's financial advisory experience necessary to assist issuers with either competitive or negotiated sales.
  3. Describe your firm's experience with federal and Texas law and debt management practice.
  4. Describe your firm's experience with similar financing programs for which you have served as financial advisor 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.
  5. Describe your firm's familiarity with GFOA's Recommended Practices relating to the selling of bonds and the selection of finance professionals.
- b. What are the factors that you believe the County should emphasize in selecting the financial advisor? Why does your firm best meet the County's financial advisor needs?
- c. Provide a record of clients and issuances from 2012 to the present. List transactions for Texas clients and provide name of issuers for which you served as financial advisor:
1. Total number of financings during period.
  2. Total par value of financings during period.
  3. Issue sold as negotiated sale or competitive sale.
  4. Refinancing versus new money.
  5. Any Issuer that terminated a contract with Offeror prior to the end of the contract period.
- d. Expertise of participating personnel:
1. Who would be the primary management contact from your firm for this engagement?
  2. 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 advisors, and not be transferred to another account after the

contract is awarded?

3. What other staff from your firm would be assigned to this assignment? What would their roles be in the engagement?
4. 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.

3. **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 the steps you would take as Financial Advisor to ensure the bidding process (whether competitive or negotiated) renders the lowest interest cost available on the sale date.
- c. 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.
- d. 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.
- e. Describe any recent statutory changes and/or legislation necessary to accomplish recommendations made for B, C, or D above.
- f. Describe any customized financial advisory 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.
- g. Describe your contacts and relationships with rating agencies, underwriters and bond counsel.

4. **Financial Advisor Fee Proposal.**

- a. Provide the pricing schedule you will use to charge the County for providing services as outlined in Section II and III. Include with your proposal a maximum "not-to-exceed" price for each bond issuance, also provide a separate proposed price structure on small issuances ranging from one hundred and fifty thousand dollars (\$150,000) to ten million dollars (\$10,000,000).
- b. Please provide a separate quote for competitive general obligation bond issues, Certificates of obligation bond issues and competitive and negotiated revenue bond issues. Also indicate the level of service commiserate with the quoted price.



- c. If the applicant is proposing that the County bear the cost of incidental expenses associated with a financing, clearly state what type of incidental expenses are proposed for the County to bear. Costs for expense reimbursement, if any, are to be clearly itemized. Firms shall include a maximum amount for expenses it expects the County to reimburse. Firms should include a comprehensive statement of conditions under which EACH identified item of expenses may be billed.
- d. No claim against the County shall be made for charges not authorized in writing by the County PRIOR to being incurred. For those additional financial services outlined in Section II and III not related to the issuance of bonds, completely describe all variable expenses and hourly rates of personnel involved in the engagement. Please note that the County will only pay for those services and expenses authorized by the County.

5. **Disclosure Requirements.**

- a. **Nationally Recognized Municipal Securities Information Repository (“NRMSIR”).** Offeror shall confirm that Offeror is in compliance with the continuing disclosure requirements with the Nationally Recognized Municipal Securities Information Repository (NRMSIR) and to provide that information to County as part of their RFP response.
- b. **Registration with the Municipal Securities Rulemaking Board (“MSRB”).** As part of their RFP response, Offeror must provide Issuer with a copy of their Municipal Advisor Temporary Registration Form as filed with the MSRB and United States Securities and Exchange Commission (SEC), and continuing updates when submitted.
- c. **Affidavit.** Offeror shall submit a notarized and subscribed Affidavit, in substantially the form provided in Attachment A with the following information: Offeror shall disclose whether Offeror, or any of its affiliates or other associated municipal advisor 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 dealing, including, but not limited to, any contracts for financial advisory, bond counsel or underwriting services; and (2) Offeror shall disclose all campaign contributions or gifts for any transfers of cash, checks or anything of value to any member or family member of Commissioners Court or County administration made by Offeror or any of any of its affiliates or other associated municipal advisor professionals, since January 2010.

**SECTION VI**

**CRITERIA FOR PROPOSAL EVALUATIONS**

A. **ACCEPTANCE OF THE FOLLOWING TERMS:**

- 1. **Proposed Contract.** The County intends to select the Financial Advisor and enter into a formal contract with the Financial Advisor as soon as practicable after receipt of vendors' proposals. Attachment 2 herein is the County's proposed Financial Advisor Contract with the contract terms in substantially final form. If Offeror is unable to agree to the contract terms, indicate which terms are at issue, the basis for the disagreement,

and the proposed substitution.

2. **Term.** The contract between the selected firm and the County of El Paso for financial advisor services will be for the period of one year beginning on or about May 1, 2018, 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.
3. **Reservation of Rights.**
  - a. The award of a contract shall be at the sole discretion of the County Commissioners Court. The award will be made to the vendor whose proposal is determined to best serve the County,
  - b. The County reserves the right to accept or reject any or all proposals in whole or in part. The County of El Paso further reserves the right to make an award of contract based on the initial proposals submitted; for that reason, the initial proposal should be submitted on the most favorable terms which the Vendor can propose with respect to both price and technical capability. The contents of the proposal of the selected Vendor will become contractual obligation when the award is made.
  - c. 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.
4. **Conflicts of Interest.**
  - a. The firm selected as the Financial Advisor will not be allowed to resign in order to serve as underwriter for the proposed transaction.
  - b. Under no circumstance will the County permit a firm to serve as their Financial Advisor on one transaction and serve as their Underwriter on another transaction.
  - c. If the firm awarded the contract to serve as Financial Advisor is also a broker-dealer, the broker-dealer shall be prohibited from serving as a negotiated underwriter for the County as issuer for a Lockout Period from the Award Date continuing until two years after the contract is terminated or expires by its terms.
  - d. The firm serving as Financial Advisor shall be prohibited from engaging in activities on behalf of the County that produce a direct or indirect financial gain for the Financial Advisor, other than the agreed-upon compensation, without the County's informed consent.
  - e. **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 Financial Advisor.

**B. TOTALITY OF INFORMATION PROVIDED IN THE RESPONSE TO THE RFP**

The following criteria will be used to evaluate proposals received:

1. **Offeror's Qualifications (30%)** - This criterion includes the ability of the Offeror to: Meet the terms of the RFP, 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
  - d. Reputation; ethical standards, disciplinary history – such as judgments and sanctions.
2. **Understanding the Needs of the County (20%)** - 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; familiarity with El Paso County.
3. **Reasonableness of Costs (20%)** - Cost and efficiency of approach. Efficiency and economy are very important to the County. This area will not necessarily be the primary deciding factor in the selection process.
4. **Soundness of Approach (15%)** - 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.
5. **Completeness/Responsiveness of Application (10%)** - The RFP response will be evaluated on the responsiveness, clarity, and completeness of the response. In particular, answers directing the County to a website as an answer without additional information are deemed non-responsive.
6. **References (3%)** - Provide minimum of three references of agencies of similar scope and size.
7. **Health Insurance Provided to Employees (2%)** - Fill out verification form and provide proof of health insurance provided to your firm's employees.

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 FORM MA-T Municipal Advisor Temporary Registration Form of the U.S. Securities and Exchange Commission, OMB Number: 3235-0659 (available at www.sec.gov).

- 1. I am a MUNICIPAL ADVISOR. MY PRINCIPAL PLACE OF BUSINESS OR PRINCIPAL OFFICE AND PLACE OF BUSINESS is \_\_\_\_\_. My title is \_\_\_\_\_.
- 2. I AM 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 contracts for financial advisory, bond counsel or underwriting services. [If so, please describe add additional pages as necessary].  
OR  
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 contracts for financial advisor, bond counsel or underwriting services
- 3. I, AND/OR ANY OF MY ASSOCIATED MUNICIPAL ADVISOR PROFESSIONALS, IS a target, a subject, or is currently under investigation by a federal or state law enforcement or regulatory agency, U. S. Securities and Exchange Commission, or Self-Regulatory Organization (SRO) for any dealing that person or persons have had, including, but not limited to, any contracts for financial advisor, bond counsel or underwriting services. [If so, list his/her/their name(s); title(s); and particulars are as follows” add additional pages as necessary].  
OR  
NEITHER I NOR ANY OF MY ASSOCIATED MUNICIPAL ADVISOR PROFESSIONALS, is a target, a subject, or currently under investigation by a federal or state law enforcement or regulatory agency, U. S. Securities and Exchange Commission, or Self-Regulatory Organization (SRO) for any dealing I or others in my firm has had, including, but not limited to, any contracts for financial advisory, bond counsel or underwriting services
- 4. FOR THE PERIOD OF THE LAST 24 MONTHS, all campaign contributions or gifts for any transfers of cash, checks or anything of value by me, MY PRINCIPAL PLACE OF BUSINESS OR PRINCIPAL OFFICE AND PLACE OF BUSINESS and/or any of my ASSOCIATED MUNICIPAL ADVISOR PROFESSIONALS to any member or family member of Commissioners Court or County elected officials or employees are listed herein: [include additional pages as needed]
- 5. [Include any additional information you deem relevant to this RFP response].

Further Affiant sayeth not.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, (Name), \_\_\_\_\_ (Title) on behalf of \_\_\_\_\_ (Company).

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

## **ATTACHMENT 2**

### **FINANCIAL ADVISORY SERVICES AGREEMENT**

This Financial Advisory Agreement (the “Agreement”) is made and entered into by and between El Paso County, Texas (“Issuer” or “County”) and \_\_\_\_\_. (“Financial Advisor” or “FA”) effective as of \_\_\_\_, 2018.

#### **WITNESSETH:**

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FA to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the “Debt Instruments”) from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FA is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

## SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, FA agrees to perform the financial advisory services stated in the following provisions of this Section I and that the FA shall be compensated as provided in Section V hereof.

- A. Financial Planning. On at least a quarterly basis, or more frequently as requested by the County, the Financial Advisor shall provide the following information to Issuer: (“Debt Instruments” shall mean certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer).
1. **Survey and Analysis.** Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.
  2. **Future Financings.** Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.
  3. **Recommendations for Debt Instruments.** Assist and advise in debt structuring and/or restructuring decisions. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
  4. **Market Information.** Advise the Issuer of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.
  5. **Elections.** In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FA will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys (“Bond Counsel”) retained by the Issuer.

6. **Non-Bond Sale Related Activities:**

- a. Develop new financing program alternatives and determine their impact on the County;
- b. Provide general advice on tax issues, particularly compliance with respect to arbitrage rebate, but not including any arbitrage rebate calculations;
- c. Develop financial analysis programs and computer models to be used in conjunction with the County's financing program(s) using software and hardware compatible with the County's computer system;
- d. Establish and maintain automated interface to include full compatibility to transmit information and data via Internet, high speed modem, diskette, and other electronic media, including fax. Automated file transfers from the Advisor must be compatible to the County's microcomputer system using County's software; and
- e. Review and advice on various projects involving potential County financing as requested by County staff.

B. **Debt Management and Financial Implementation.**

1. **General services:** At the direction of Issuer, FA shall:

- a. Assist in the planning and structuring of bond issues;
- b. Assess current market conditions;
- c. Identify and analyze key issues associated with a pending bond sale;
- d. Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds or other debt policies as requested;
- e. Assist in the procurement and negotiation of credit support mechanisms as needed;
- f. Attend various working groups, County and other appropriate meetings and provide recommendations, as appropriate;
- g. Assist in evaluating and reevaluating existing proposals as they relate to bond sale documents;
- h. Analyze the market conditions prior to, during and subsequent to the sale of bonds. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit; and,
- i. Undertake assignments regarding bond financing including, but not limited to, budget, tax, cash management issues and related aspects of the County's financial management programs and their development.

2. **Method of Sale.** Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in

order to make a recommendation as to an appropriate method of sale, and:

- a. If the Debt Instruments are to be sold by an advertised competitive sale, FA will:
  1. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
  2. Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
  3. Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
  4. Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
- b. If the Debt Instruments are to be sold by negotiated sale, FA will:
  1. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
  2. To the extent requested by the County, assist in recommendations for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments;
  3. Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FA will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FA;
  4. Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market; and
  5. Advise the Issuer as to the fairness of the price offered by the underwriters.
3. **Offering Documents.** Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FA shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective



purchasers of the Debt Instruments. Also, FA shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

4. **Credit Ratings.** Act as liaison with the rating agencies in conjunction with the County, providing information as needed. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FA will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer, and all required follow-up.
5. **Trustee, Paying Agent, Registrar.** Upon request of the Issuer, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
6. **Financial Publications.** When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
7. **Consultants.** After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
8. **Auditors.** In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
9. **Issuer Meetings.** Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FA may be of assistance or service and the subject of financing is to be discussed.
10. **Printing.** Upon request of the Issuer, solicit bids from financial printers for the sale of bonds on behalf of the County, analyze the responses and provide a recommendation; To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
11. **Bond Counsel and Financing Team.** Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Assist in the selection of professionals and financing team members, as necessary, including the selection of underwriters, if asked to do so by the Issuer.
12. **Changes in Laws.** Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FA becomes aware in the ordinary course of its business, it being understood that FA does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
13. **Delivery of Debt Instruments.** As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt

Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

14. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
15. **Disclosure Requirements.**
  - a. Nationally Recognized Municipal Securities Information Repository (NRMSIR). Financial Advisor shall provide written confirmation that Financial Advisor is in compliance with the continuing disclosure requirements with the Nationally Recognized Municipal Securities Information Repository (NRMSIR) and to provide that information to County on a continuing basis.
  - b. Registration with the Municipal Securities Rulemaking Board's (MSRB) and United States Securities and Exchange Commission (SEC). Financial Advisor must provide Issuer with a copy of their registration with the MSRB and SEC, and continuing updates when submitted.
  - c. Investigations. Financial Advisor shall immediately advise County if Financial Advisor, or any of its associated municipal advisor professionals, is or becomes 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 including, but not limited to, any contracts for financial advisory, bond counsel or underwriting services.
  - d. Gifts and Campaign Contributions. Financial Advisor shall file a report with the County Ethics Commission regarding all campaign contributions or gifts for any transfers of cash, checks or anything of value made by Financial Advisor, or any of its associated municipal advisor professionals, to any member or family member of Commissioners Court, Elected Officials, or any of its employees or agents during the term of this Agreement.

## SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FA agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FA regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FA for such services:

1. **Investment of Funds.** From time to time, as an incident to the other services provided hereunder as financial advisor, FA may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FA will be compensated in the normal and customary manner for each such transaction. In any instance wherein FA may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FA is a duly licensed broker/dealer and a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services and/or the investment advisory services of FA with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FA to provide such services shall be determined by mutual agreement at the time such services are requested.
2. **Exercising Calls and Refunding.** Monitor and provide advice concerning bond refunding opportunities. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
3. **Capital Improvements Programs.** Identify policy issues and direction(s) related to effective administration of the Capital Improvements Program; provide advice and assistance in the development of any capital improvements programs of the Issuer.
4. **Long-Range Planning.** Provide advice and assistance in the development of other long-range financing plans of the Issuer.
5. **Post-Sale Services.** Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

**SECTION III  
TERM OF AGREEMENT**

This Agreement shall become effective as of \_\_\_\_\_1, 2018, regardless of its date of execution, and, shall remain in effect thereafter for a period of one year from such date, unless terminated by either party pursuant to Section IV of this Agreement. Unless FA or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the second anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for a maximum of five (5) successive one (1) year periods unless this Agreement is earlier terminated as provided in Section IV.

**SECTION IV  
TERMINATION**

This Agreement may be terminated with or without cause by the Issuer or FA upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FA for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

**SECTION V  
COMPENSATION AND EXPENSE REIMBURSEMENT**

- A. Fees due to the Financial Advisor for services provided, together with any other fees as may have been mutually agreed upon and all expenses, for which the Financial Advisor 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 FINANCIAL ADVISOR SHALL BE NOTHING.
- B. In order to be paid at closing, the Financial Advisor must submit actual invoices for all services related to the issuance of debt instruments verification and authorization of claims paid by Commissioners Court in a timely manner in advance of closing. All proceeds from bond or other debt instrument sales shall be deposited with the County of El Paso.
- C. 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.
- D. Offeror shall agree to abide by the reimbursement rates set by the County Travel Policy as to lodging, transportation, and per diem. The policy may be found at the County website <http://www.epcounty.com/auditor/forms/default.htm>.

**SECTION VI  
MISCELLANEOUS**

1. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
2. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and FA, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.
4. **Independent Contractor.** Nothing contained herein shall be construed as creating the relationship of employer and employee between County and Financial Advisor. FA shall be deemed at all times to be an independent contractor. FA shall not be included in any employee retirement or fringe benefit plan, and will not be covered by Worker's Compensation Coverage. County will not withhold monies for State or Federal Income Tax or Social Security Payments, and the fees stipulated herein shall be paid in full to FA without deductions of any kind. FA shall be responsible for payment of Social Security and State and Federal Income Taxes.

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

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

### **1. BID/PROPOSAL PACKAGE**

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/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 bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/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 bid/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 bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/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. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/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 bid/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 bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

### **3. BIDDERS'S/PROPOSER'S RESPONSIBILITY**

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

- Have been in business of providing services for a minimum of one (1) 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 Bid/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 BIDS/PROPOSALS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/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 bid/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 bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/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 BID/PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be

understood that all general and specific conditions will be complied with, without exception.

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

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

## **8. PRICING**

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

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

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

## **9. TAX EXEMPTION**

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

## **10. MODIFICATION OF BIDS/PROPOSALS**

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



## 11. SIGNATURE OF BIDS/PROPOSALS

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

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

### **Pursuant to the Texas Local Government Code**

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

**Bid/Proposals** will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/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 bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/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 bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

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

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/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 Bids/Proposals.

## 13. PUBLIC INFORMATION ACT

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

provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

**14. RESULTANT CONTRACT**

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

The criteria utilized for determining responsibility of bidder/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 bidder/proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

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

**16. CONTRACTOR INVESTIGATION**

Before submitting a bid/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 bid/proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**17. NO COMMITMENT BY COUNTY**

This Request for Bid/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 bid/proposal to this request, or to procure or contract for services or supplies.

**18. BEST AND FINAL OFFERS**

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement

their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**19. SINGLE BID/PROPOSAL RESPONSE**

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

**20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS**

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

- A. Failure to use the bid/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 bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

**21. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid/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 Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

**22. BID/PROPOSAL IDEAS AND CONCEPTS**

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

**23. BID/PROPOSAL DISCLOSURES**

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

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any

County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

#### **24. WITHDRAWAL OF BID/PROPOSAL**

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

#### **25. INDEMNIFICATION**

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

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

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

#### **26. PROOF OF INSURANCE**

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder 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 bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder 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 Bidder 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 Bidder 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 Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

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

**27. MANDATORY DISCLOSURES:**

Texas law requires the following disclosures by vendors:

**Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

**Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)**

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) Several instructional videos are available there.

**28. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/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 bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to

put in a sham bid/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 bid/proposal price of the contractor or of any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/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 bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/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, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/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 Bid/Proposal.

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

## **29. SOVEREIGN IMMUNITY**

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

## **30. MERGERS, ACQUISITIONS**

The Bidder/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 bid/proposal is submitted.

If subsequent to the award of any contract resulting from this BID/RFP the Bidder/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 Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

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

## **31. DELAYS**

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

**32. ACCURACY OF DATA**

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

**33. SUBCONTRACTING/ASSIGNMENT**

Bidder/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 Bidder/Proposer of any of its responsibilities under this contract.

**34. INDEPENDENT CONTRACTOR**

Bidder/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 Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

**35. MONITORING PERFORMANCE**

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

**The County of El Paso is an equal opportunity employer.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

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



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

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

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

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

## **COUNTY OF EL PASO, TEXAS**

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

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

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

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

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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Business Name

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Date

---

Name of Authorized Representative

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Signature of Authorized Representative

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

# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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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.**

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Business Name

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Date

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Name of Authorized Representative

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Signature of Authorized Representative

\*

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\* This page must be included in all responses.



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

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RE: RFP # 18-023, Financial Advisor 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 Ruben J. Vogt  
Commissioner Carlos Leon  
Commissioner David Stout  
Commissioner Vincent M. Perez  
Commissioner Andrew Haggerty

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Betsy Keller, County Administrator  
Elvia Jauregui, Formal Bid Supervisor/Buyer  
Blanca Carbajal, Procurement Data Analyst  
Oscar Avila, Procurement Data Analyst  
Edward Dion, County Auditor  
Barbara Franco, Auditor First Assistant  
Wallace Hardgrove, Budget & Financial Manager  
Lee Shapleigh, Assistant County Attorney  
Diane Shearer, Assistant County Attorney  
Ian R. Kaplin, Assistant County Attorney  
Michael Martinez, Administration  
Lorena Rodriguez, Analyst  
Barbara Franco, Auditor's Department  
Victor Perez, Auditor's Department  
Jim Utterback, Auditor's Department  
Angela Brinkley, Auditor's Department  
Gaby Ferro, Budget & Fiscal Policy  
Joel Bishop, Budget & Fiscal Policy

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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

**RFP # 18-023  
Financial Advisor for the County of El Paso**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Friday, April 20, 2018. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal Signature Page?

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

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

\_\_\_\_\_ Did you sign and complete the required “Conflict of Interest Questionnaire”?

\_\_\_\_\_ Did you sign and complete the required “Certificate of Interested Parties Form”?

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

\_\_\_\_\_ Did you provide one original and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.