



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

Notice to Interested Parties

Sealed Request for Qualifications will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, October 24, 2019. Responses will be opened at the County Purchasing Office the same date for Professional Financial Auditing Services for the County of El Paso.

**Qualifications must be in a sealed envelope and marked:
“Qualifications to be opened Thursday, October 24, 2019
Professional Financial Auditing Services for the County of El Paso
RFQ Number 20-002”**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, October 10, 2019, at 12:00 p.m. RFQ 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; click button labeled “**Directory**”, search for and select “**Purchasing**”, click on button labeled “**List of Bids**”.

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

Successful proposer shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Successful proposer must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

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

DEBRA CARREJO-TRULL 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

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

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

EL PASO COUNTY SIGNATURE PAGE

RFQ 20-002
Professional Financial Auditing
Services for the County of El Paso
Vendor must meet or exceed specifications

Please submit one (1) original copy and six (6) electronic versions of the complete offer (CD/DVD/ Flashdrive) in Word/PDF Format of your statements of qualifications. Electronic copies must reflect the original hard copy.

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

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

Professional Financial Auditing Services for the County of El Paso

RFQ 20-002



**Opening Date
Thursday, October 24, 2019**

I. INTRODUCTION

A. General Information

The COUNTY OF EL PASO, TEXAS is requesting proposals from qualified firms of certified public accountants to audit financial statements for the fiscal year ending September 30, 2020, with the option of auditing financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with (1) generally accepted auditing standards, (2) the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards (2011), (3) the provisions of the Federal Single Audit Act and Amendments of 1996, (4) U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations, State of Texas Single Audit Circular*, as well as the requirements of (5) *Texas Government Code, Title 10, § 2256.023 (d)*; and (6) the independent audit guidelines issued by Texas Juvenile Justice Department and Texas Department of Criminal Justice – Community Justice Assistance Divisions (TDCJ-CJAD), and any other standards or requirements established during the term of the contract by any of these organizations that relate to the funds being audited under the contract. These audits are requested pursuant to Texas Local Government Code Section 115.045 and other applicable State and Federal Laws. (See Appendices G-I, attached, Texas Juvenile Justice Department (TJJJ) and Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) and the Texas Department of Criminal Justice Financial Management Manual for CJAD Funding and TJJJ grant agreements).

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

B. Term of Engagement

A one (1) year contract with four (4) additional one-year options is contemplated, subject to the annual review and recommendation of the Commissioners Court, the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm) and the annual availability of an appropriation.

II. NATURE OF SERVICES REQUIRED

A. General

The County of El Paso is soliciting the services of qualified firms of certified public accountants to audit the financial statements of the County of El Paso, El Paso County Community Supervision Correction Department (EPC CSCD) and El Paso County Juvenile Probation Board for the fiscal year ending September 30, 2019, with the option to audit the financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with

generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of federal financial assistance. However, the auditor is to provide an "in-relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

Proposer shall comply with current Governmental Accounting Standards Board (GASB) regulations and all future regulations as directed by the GASB during the term of the contract, and all future extensions.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2011), the provisions of the Single Audit Act and Amendments of 1996 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and the *State of Texas Single Audit Circular*, as well as *Government Code, Title 10, §2256.023(d)*, the independent audit guidelines issued by Texas Juvenile Justice Department and Texas Department of Criminal Justice – Community Justice Assistance Divisions (TDCJ-CJAD), and any other standards or requirements established during the term of the contract by any of these organizations that relate to the funds being audited under the contract. These audits are requested pursuant to Texas Local Government Code Section 115.045 and other applicable State and Federal Laws. (See attached Texas Juvenile Justice Department (TJJJ) and Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) and the Texas Department of Criminal Justice Financial Management Manual for CJAD Funding and TJJJ grant agreements).

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. An "in-relation-to" report on the schedule of federal financial assistance.
5. A report on the internal control structure used in administering federal financial assistance programs.
6. A report on compliance with laws and regulations related to major and non-major

federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.

7. A report in accordance with the provisions of the *Texas Government Code, Title 10, §2256.023(d)*.

In the required report on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the County Commissioners Court.

Auditors shall assure themselves that the County is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The financial statements of El Paso County Hospital District dba University Medical Center (the District) and El Paso County Emergency Services Districts 1 and 2 are included as a discretely presented component unit of the financial statements of the County. It is anticipated that the Districts' auditors will not be required to provide special assistance to the County's auditors.

2. The County will submit its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.
3. The County has determined that the Office of National Drug Control Policy under the President will function as the cognizant agency in accordance with the provisions of the Single Audit Act and Amendments of 1996 and U.S. OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.
4. The schedule of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.
5. The County has implemented the applicable reporting requirements of all GASB Statements through GASB No. 86.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

County of El Paso

U.S. Department of Justice

U.S. General Accounting Office

Parties designated by the Federal or State Governments or by the County as part of an audit quality review process

Auditors of entities of which the County is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

G. Required Minimum Qualifications

- a. The audit firm is independent and licensed to practice in Texas
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the County
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/ Organizational Chart/ Location of Offices

The auditor's principal contact with the County will be Mr. Edward A. Dion, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor. An organizational chart (Appendix B) and a list of elected officials and key personnel with office locations (Appendix C) are attached.

B. Background Information

The County serves an area of 1,058 square miles with a population of 840,810 as of September 2018. The County's fiscal year begins on October 1, and ends on September 30.

The County provides the following services to its citizens:

- Administration of Justice
- Public Safety
- Health and Welfare
- Community Service
- Resource Development
- Culture and Recreation
- Public Works

The County had an annual payroll of about \$161 million covering approximately 2950 employees for the fiscal year ended September 30, 2018.

The County is organized into 80 departments. The accounting and financial reporting functions of the County are centralized. JPD is a part of the County and EPC CSCD operates independently of the County, however accounting services are provided by the County and the County Auditor is the Fiscal Officer for both JPD and EPC CSCD.

C. Fund Structure

The County uses the following fund types and account groups in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	1	1
Special revenue funds	51	49
Debt service funds	12	12
Capital projects funds	7	7
Enterprise funds	3	3
Internal service fund	2	0
Agency funds	14	0

D. Budgetary Basis of Accounting

The County prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Federal and State Financial Assistance

A listing (Appendix D) of federal and state financial assistance received by the County during fiscal year 2018 is attached.

F. Component Units

The Reporting Entity is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, component units are included in the County's financial statements.

The management of the County has identified the following component units for inclusion in the County's financial statements:

El Paso County Hospital District - fiscal year end of September 30. The Hospital District's current independent audit firm is BKD.

El Paso County Emergency Services Districts 1 and 2 - each with a fiscal year end of September 30. Current independent audit firm for both is Pena Briones McDaniel & Co.

The auditors of the Districts will provide information needed for the audit of the County.

G. Magnitude of Finance Operations

The finance department is headed by Mr. Edward A. Dion, County Auditor and consists of 66 full time employees including the County Auditor. The principal functions performed and the number of employees assigned to each are as follows:

<u>Function</u>	<u>Number of Employees</u>
Administration	3
GL & Disbursement Reporting/Audit	14
Revenue Estimation/Analysis/Reporting/Audit	6
Grants Compliance/Reporting/Audit	11
Internal Audit	7
Payroll & Benefits Reporting/Audit	5
Cash Management Audit	8
Financial Analysis/Reporting/Audit	4
Financial Systems Maintenance/Support/Audit	6
EPC CSCD Fiscal Services/Audit	2

H. Computer Systems

Hardware			
Type of Equipment	Number	Make of Equipment	Networked?
Enterprise Server	1	IBM 2003 Model 205 (OS/390)	YES
Software			
Make	Vendor	Major Applications	
Release level 4.2	Tyler Technologies	Munis	
Release 4.3	KRONOS	Time and Attendance	

I. Internal Audit Function

The County has maintained an internal audit function for the past 38 years. The internal audit function reports to the County Auditor and is staffed by 7 employees. All members of the internal audit staff hold a BBA degree and some have or are working on professional certifications.

IV. TIME REQUIREMENT'S

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Deadline for questions/inquires	Thursday, October 10, 2019
Due date for proposals	Thursday, October 24, 2019

B. Date Audit May Commence

August of 2020

The County will have all records ready for preliminary audit and all management personnel available to meet with the firm's personnel as of mid-July 2020

D. Schedule for the 2020 Fiscal Year Audit (A similar schedule will be developed for audits of future fiscal years if the County exercises its option for additional audits.) The auditor shall complete each of the following no later than the dates indicated.

	<u>El Paso County</u>	<u>JPD/EPC CSCD</u>
1. Detailed Audit Plan The auditor shall provide the County both a detailed audit plan and a list of all County Auditor prepared schedules by	August 14, 2020	August 14, 2020
2. Interim Work The auditor shall complete all interim work by	September 30, 2020	September 30, 2020

The auditor shall complete all fieldwork by January 15, 2021 January 8, 2021

4. Draft Reports

The auditor shall have drafts of the audit report and recommendations to management available for review by the County Auditor by March 15, 2021 February 12, 2021

E. Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum, the following conferences should be held:

Entrance conference with County Auditor, all key finance department personnel and department heads of key offices or programs

- The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit and to make arrangements for workspace and other needs of the auditor.

Progress conference with County Auditor and department heads of key offices or programs

- The purpose of this meeting will be to summarize the results of the preliminary review and to identify the key internal controls or other matters to be tested.

Progress conference with County Auditor, key finance department personnel and other department heads of key offices or programs

- The purpose of this meeting will be to discuss the year-end work to be performed.

Exit conference with County and department heads of key offices or programs.

- The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

F. Date Final Report is Due

	<u>El Paso County</u>	<u>JPD/EPC CSCD</u>
The County Auditor shall prepare draft financial statements, notes, all required supplementary schedules and statistical data by	February 19, 2021	January 15, 2021
The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor by	March 19, 2021	February 19, 2021
A revised report, including draft auditor's reports shall be delivered to the County Auditor by	March 26, 2021	February 24, 2021
The County Auditor will complete the review of the draft report as expeditiously as possible. During that		

period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the County Commissioners Court within five (5) working days. It is anticipated that this process will be completed and the final report delivered by

March 31, 2021

February 26, 2021

The final County of El Paso report and five (5) signed copies should be delivered to the County Commissioners Court. Reports for JPD an EPC CSCD should be delivered to the County Auditor.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. County Auditor’s Department and Clerical Assistance

The County Auditor’s Office staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County Auditor.

B. Internal Audit Staff Assistance

The internal audit staff will be available to assist the auditor.

C. Electronic Data Processing (EDP) Assistance

EDP personnel will also be available to provide systems documentation and explanations.

D. Statements and Schedules to be prepared by the staff of the County Auditor’s Office.

The staff of the County Auditor will prepare draft statements and schedules for the auditor by February 19, 2021.

E. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable workspace, desks and chairs as well as remote view access to the financial system. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

F. Report preparation, editing and printing shall be the responsibility of the auditor. The auditor shall provide the County with one electronic and a total of ten hard copies of each of the compliance reports.

VI. PROPOSAL REQUIREMENTS

CONTACT WITH PERSONNEL OF THE COUNTY OTHER THAN THE PURCHASING AGENT REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS

A. Submission of Proposals

Proposals shall not exceed 50 single-sided pages. A master hard copy (so marked) of a technical proposal and five (5) electronic copies to include the following:

Title Page - Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

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Transmittal Letter - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

Detailed Proposal - The detailed proposal should follow the order set forth in Section VI B of this request for proposal.

Executed copies of Proposer Guarantees and Proposer Warranties, attached to this Request for Proposal (Appendix E and Appendix F)

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent financial audit of the County in conformity with the requirements of this request for qualifications. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for qualifications requirements.

The technical proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the following subjects, item Nos. 2 through 10, must be included.

2. Independence

The firm should provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (2011).

The firm also should provide an affirmative statement that it is independent of the component units of the County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the County or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Texas

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Texas.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is registered/licensed to practice as a certified public accountant in Texas. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the County

The firm should list separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm should indicate the scope of work, date,

engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the County's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

10. Report Format

The proposal should include sample formats for required reports.

RFQ TWO-STEP PROCESS: SEALED COST/PRICE SHEET

Per the requirements of statute 2254, the award must be based on the most qualified firm or firms and pricing cannot be a determining factor in award.

El Paso County will use a two-step selection process in which pricing is submitted separately in a sealed envelope with the submitted qualifications. **Each submitting firm will include with their response, the cost/pricing in a separate sealed envelope marked with the words: "Pricing for RFQ Number/Name".**

- Once the County has determined the most qualified firm, only that firm's pricing envelope shall be opened. The County will then accept the price or begin negotiations in accordance with the requirements of 2254. If the County is unable to negotiate satisfactory pricing and conditions with the most qualified firm, negotiations will formally end with that person or firm and the

County will move forward to the next most highly qualified firm. Negotiation are continued in this sequence until satisfactory pricing is reached.

- In the case where the County seeks multiple awardees or a pool of firms, the top qualified firms will follow the same process to ensure that price is not a determining factor in award and in accordance with the requirements of 2254.
- Any firm that does not submit pricing in a separate sealed envelope marked accordingly will not be considered for award.
- Unopened pricing envelopes will be maintained sealed in the RFQ file and destroyed in accordance with document retention requirements.

VII. EVALUATION PROCEDURES

It is the intent of the County to award to the most qualified proposer. Proposals shall be evaluated based on the requirements set forth in the RFQ. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal submitted that is deemed to be the most qualified to meet the County’s needs.

Selected offeror(s) may be required to make on-site, oral, and visual presentations or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror.

The Proposer is cautioned that it is the Proposer’s sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Proposals will be reviewed by the County Selection Committee and will be evaluated based on the following criteria, point value indicates maximum score.

Evaluation Criteria	Score
<p>Expertise and Experience (Maximum 55 points)</p> <p>a. The firm’s past experience and performance on comparable government engagements</p> <p>b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation</p>	<p>55</p>

Evaluation Criteria	Score
<p>Audit Approach (Maximum 30 points)</p> <p>a. Adequacy of proposed staffing plan for various segments of the engagement</p> <p>b. Adequacy of sampling techniques</p> <p>c. Adequacy of analytical procedures</p>	30
<p>References- Firm shall provide the following reference information. The names, business address, telephone numbers and email addresses of three (3) individuals and/or organizations who can attest to the firm’s capability to carry out the requirements in this proposal.</p>	13
<p>Health Insurance to Employee-The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.</p>	2
<p style="text-align: right;">Total Score</p>	100

PRICE SHEETS

****PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED****

Any firm that does not submit pricing in a separate sealed envelope marked accordingly will not be considered for award.

Please note, the schedule of fees for each audit (County of El Paso, EPC CSCD, Juvenile Probation Department) shall be included with the proposal. County reserves the right to negotiate any fees proposed.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FISCAL YEAR 2020 FINANCIAL STATEMENT'S
COUNTY OF EL PASO, TX

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$_____	\$_____	\$_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				\$_____
Total for services described in Section II E of the request for proposals (Please include details on subsequent schedules)				\$_____
Out-of-pocket expenses:				
Meals and lodging				_____
Transportation				_____
Other (specify):				_____
Total all-inclusive maximum price for Fiscal Year 2020 audit				\$_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

List any Exceptions to the specifications:

PRICE SHEETS

****PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED****

Any firm that does not submit pricing in a separate sealed envelope marked accordingly will not be considered for award.

Please note, the schedule of fees for each audit (County of El Paso, EPC CSCD, Juvenile Probation Department) shall be included with the proposal. County reserves the right to negotiate any fees proposed.

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FISCAL YEAR 2020 FINANCIAL STATEMENT'S
EPC CSCD**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$_____	\$_____	\$_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				\$_____
Total for services described in Section II E of the request for proposals (Detail on subsequent schedules)				\$_____
Out-of-pocket expenses:				
Meals and lodging				_____
Transportation				_____
Other (specify):				_____
Total all-inclusive maximum price for Fiscal Year 2020 audit				\$_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

List any Exceptions to the specifications:

PRICE SHEETS

****PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED****

Any firm that does not submit pricing in a separate sealed envelope marked accordingly will not be considered for award.

Please note, the schedule of fees for each audit (County of El Paso, EPC CSCD, Juvenile Probation Department) shall be included with the proposal. County reserves the right to negotiate any fees proposed.

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FISCAL YEAR 2020 FINANCIAL STATEMENT'S
JUVENILE PROBATION DEPARTMENT**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$_____	\$_____	\$_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				\$_____
Total for services described in Section II E of the request for proposals (Detail on subsequent schedules)				\$_____
Out-of-pocket expenses:				
Meals and lodging				_____
Transportation				_____
Other (specify):				_____
Total all-inclusive maximum price for Fiscal Year 2020 audit				\$_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

List any Exceptions to the specifications:

CLIENT Reference Form

Three (3) applicable references are required.

**Note: Reference responses count as part of the overall score in this category.
Ensure that provided references are willing to respond, as each non-response counts as a zero in scoring of this criteria.**

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

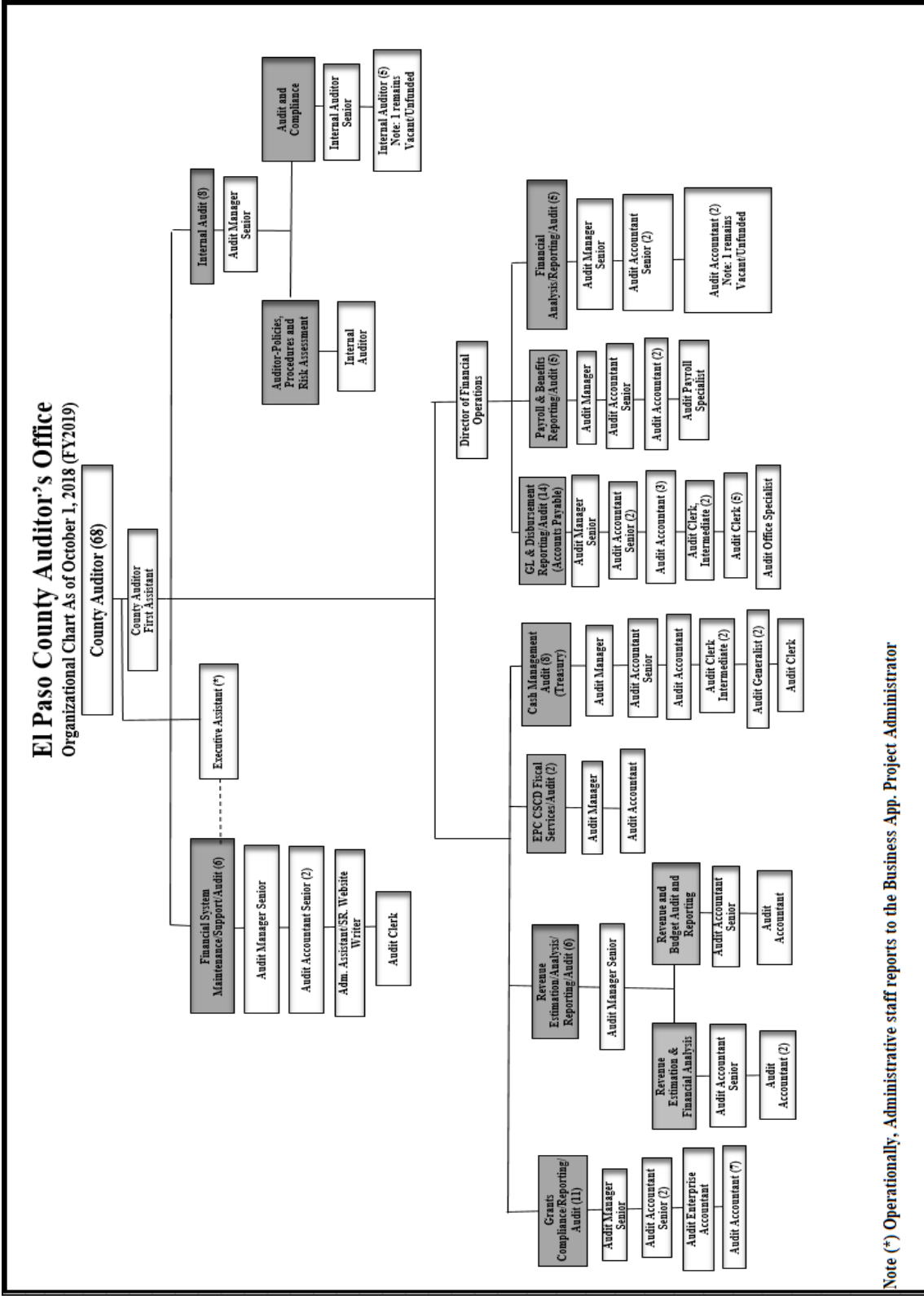
Customer E-mail address: _____

Duration of Contract: _____

APPENDIX A

RECENT EXTERNAL AUDIT REPORTS

<http://epcounty.com/auditor/publications/managementletter.htm>



Note (*) Operationally, Administrative staff reports to the Business App. Project Administrator

County of El Paso, Texas Organizational Chart



APPENDIX C
LIST OF PRINCIPAL OFFICIALS

Commissioners Court (The Governing Body)

County Judge, Ricardo A. Samaniego	Room 301, County Courthouse Bldg, (915) 546-2098
County Commissioner, Precinct Number 1, Carlos Leon	Room 301, County Courthouse Bldg, (915) 546-2014
County Commissioner, Precinct Number 2, David Stout	Room 301, County Courthouse Bldg, (915) 546-2111
County Commissioner, Precinct Number 3, Vincent Perez	Room 301, County Courthouse Bldg, (915) 546-2144
County Commissioner, Precinct Number 4, Carl Robinson	Room 301, County Courthouse Bldg, (915) 546-2044

Council of Judges

Local Administrative Judge, 327th Judicial District, Linda Y. Chew	Room 606, County Courthouse Bldg, (915) 546-2032
34th Judicial District, William E. Moody, District Judge	Room 905, County Courthouse Bldg, (915) 546-2101
41st Judicial District, Annabell Perez, District Judge	Room 1006, County Courthouse Bldg, (915) 546-2149
65th Judicial District, Yahara Lisa Gutierrez, District Judge	Room 1105, County Courthouse Bldg, (915) 546-2102
120th Judicial District, Maria Salas-Mendoza	Room 605, County Courthouse Bldg, (915) 546-2103
168th Judicial District, Marcos Lizarraga, District Judge	Room 602, County Courthouse Bldg, (915) 546-2141
171st Judicial District, Bonnie Rangel, District Judge	Room 601, County Courthouse Bldg, (915) 546-2100
205th Judicial District, Francisco X. Dominguez, District Judge	Room 1002, County Courthouse Bldg, (915) 546-2107
210th Judicial District, Alyssa Perez, District Judge	Room 1005, County Courthouse Bldg, (915) 546-2130
243rd Judicial District, Selena Solis, District Judge	Room 901, County Courthouse Bldg, (915) 546-2168
346th Judicial District, Angie Juarez Barill, District Judge	Room 701, County Courthouse Bldg, (915) 546-2119
383rd Judicial District, Mike Herrera, District Judge	Room 1101, County Courthouse Bldg, (915) 546-2132
384th Judicial District, Patrick M. Garcia, District Judge	Room 906, County Courthouse Bldg, (915) 546-2134
388th Judicial District, Laura Strathmann, District Judge	Room 902, County Courthouse Bldg, (915) 543-3850
409th Judicial District, Sam Medrano, Jr., District Judge	Room 459, County Courthouse Bldg, (915) 834-8209
448th Judicial District, Sergio Enriquez, District Judge	Room 404, County Courthouse Bldg, (915) 543-3893
Associate Family Court 1, Reed Leverton, Associate Judge	Room 903, County Courthouse Bldg, (915) 543-3859
Associate Family Court 2, Karen Pelletier, Associate Judge	Room 1102, County Courthouse Bldg, (915) 543-3871
Associate Family Court 4, Jesus Rodriguez, Associate Judge	Room 1103, County Courthouse Bldg, (915) 543-3824
County Court at Law Number 1, Ruth Reyes, Judge	Room 802, County Courthouse Bldg, (915) 546-2011
County Court at Law Number 2, Julie Gonzalez, Judge	Room 801, County Courthouse Bldg, (915) 546-2145
County Court at Law Number 3, Javier Alvarez, Judge	Room 1001, County Courthouse Bldg, (915) 546-2183
County Court at Law Number 4, Alejandro Gonzalez, Judge	Room 805, County Courthouse Bldg, (915) 546-2190
County Court at Law Number 5, Jesus M. Rodriguez, Judge	Room 806, County Courthouse Bldg, (915) 546-2004
County Court at Law Number 6, M. Sue Kurita, Judge	Room 1106, County Courthouse Bldg, (915) 543-3868
County Court at Law Number 7, Thomas A. Spieczny, Judge	Room 1201, County Courthouse Bldg, (915) 543-3877
County Criminal Court 1, Alma Trejo, Judge	Room 705, County Courthouse Bldg, (915) 834-8241
County Criminal Court 2, Robert Anchondo, Judge	Room 704, County Courthouse Bldg, (915) 834-8232
County Criminal Court 3, Carlos Carrasco, Judge	Room 413, County Courthouse Bldg, (915) 834-8240
County Criminal Court 4, Jesus Herrera, Judge	Room 702, County Courthouse Bldg, (915) 834-8248
Criminal District Court No. 1, Diane Navarrete, Judge	Room 469, County Courthouse Bldg, (915) 546-8192
County Probate Court No. 1, Patricia B. Chew, Judge	Room 803, County Courthouse Bldg, (915) 546-2161
County Probate Court No. 2, Eduardo A. Gamboa, Judge	Room 422, County Courthouse Bldg, (915) 546-8183
Juvenile Court Referee 1, Richard L. Ainsa, Judge	6400 Delta, Juvenile Probation Bldg, (915) 849-2552
Juvenile Court Referee 2, Maria T. Leyva-Ligon, Judge	6400 Delta, Juvenile Probation Bldg, (915) 849-2560
Criminal Jail Magistrate, Penny Hamilton, Presiding Judge	600 East Overland, (915) 546-2077
Criminal Jail Magistrate, Humberto Acosta, Judge	600 East Overland, (915) 546-2077
Criminal Jail Magistrate, James Callan, Judge	600 East Overland, (915) 546-2077
Criminal Jail Magistrate Sheldon Myers, Judge	600 East Overland, (915) 546-2077

Other Principal Officials

County Attorney, Jo Anne Bernal	Room 503, County Courthouse Bldg, (915) 546-2050
County Chief Administrator, Betsy C. Keller	Room 302A, County Courthouse Bldg, (915) 546-2215
County Budget Executive Director, Wallace Hardgrove	Room 302B, County Courthouse Bldg, (915) 546-2262
County Auditor, Edward A. Dion	Room 406, County Administrative Offices, (915) 546-2040
County Clerk, Delia Briones	Room 105, County Courthouse Bldg, (915) 546-2071
County Purchasing Agent, Debra Carrejo-Trull	Room 300, County Administrative Offices, (915) 546-2048
County Sheriff, Richard Wiles	3850 Justice Drive, (915) 538-2217
County Tax Assessor and Collector, Ruben P. Gonzalez	301 Manny Martinez Dr, 1 st Floor, (915) 771-2300
District Attorney, Jaime Esparza	Room 201, County Courthouse Bldg, (915) 546-2059
District Clerk, Norma Favela Barceau	Room 103, County Courthouse Bldg, (915) 546-2021
Chief HR Officer, Melissa M. Camillo	500 East Overland, (915) 546-2218
Public Defender, Jaime Gandara	Room 501, County Courthouse Bldg, (915) 546-8185

APPENDIX D
Year Ended September 30, 2018

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures 2017-2018	State Expenditures 2017-2018
<u>Federal Expenditures</u>				
U. S. Department of Agriculture				
Rural Development				
# Colonia Revolucion Water Project	10.760	RD Grant	\$ (2,984)	
Square Dance Waste Water Project (Loan)	10.760	RUS Bulletin 1780-27	\$ 1,334,000	
Total for CFDA 10.760			\$ 1,331,016	
Square Dance Waste Water Project (Grant)	10.770	RUS Bulletin 1780-12	\$ 1,408,257	
<u>*Texas Department of Agriculture</u>				
National School Lunch Program	10.555	TX-071215	\$ 150,129	
<u>*TDHS - Commodities Distribution</u>				
El Paso County Juvenile Probation (Non-Cash)	10.565	071-050-A4	\$ 4,079	
Total U.S. Department of Agriculture			\$ 2,893,481	\$ -
U. S. Department of Housing and Urban Development				
<u>*Office of Rural Affairs within the Texas Department of Agriculture</u>				
Wiloughby Area Water Service	14.228	7215035	\$ 82,976	
<u>Texas Department of Housing and Community Affairs</u>				
Colonia Self Help Center	14.228	7214003	\$ 278,924	
Community Development Block Grants				
<u>*City of El Paso</u>				
Homebound Meals	14.218	17-1039-1403	\$ 64,027	
Continuum of Care	14.267	TX0364L6T031502	\$ 14,243	
Total U.S. Department of Housing and Urban Development			\$ 440,170	\$ -
U. S. Department of Justice				
Bureau of Justice Assistance				
State Criminal Alien Assistance Program (SCAAP)	16.606	2019-AP-BX-0296	\$ 299,183	
Office of Community Oriented Policing Services (COPS)				
COPS Building Trust People of Color	16.710	2014-CK-WX-0003	\$ 908	
COPS Community Policing Development	16.710	2017-CK-WX-0016	\$ 8,626	
Total for CFDA 16.710			\$ 9,534	
Asset Forfeiture Money Laundering Section				
El Paso County Sheriff's Office-Asset Sharing Dpt of Justice	16.922	TX0710000	\$ 74,758	
Office of Justice Programs				
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0742H	\$ 1,667	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0770H	\$ 4,622	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0781H	\$ 22,462	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0783H	\$ 10,900	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0790H	\$ 5,546	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0793H	\$ 5,528	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0813H	\$ 9,684	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0815H	\$ 4,685	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0816H	\$ 7,256	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0825H	\$ 170,734	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0845H	\$ 5,424	
Organized Crime Drug Enforcement Task Force	16.111	SWTXW-0846H	\$ 6,828	
Total for CFDA 16.111			\$ 255,336	
Edward Byrne Memorial Justice Assistant Grant	16.738	2014-DJ-BX-0825	\$ 21,348	
Edward Byrne Memorial Justice Assistant Grant	16.738	2015-DJ-BX-0831	\$ 39,562	
Edward Byrne Memorial Justice Assistant Grant	16.738	2016-DJ-BX-0732	\$ 10,046	

APPENDIX D
Year Ended September 30, 2018

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures 2017-2018	State Expenditures 2017-2018
Total for CFDA 16.738			\$ 70,956	
<u>*Office of the Governor - Criminal Justice Division</u>				
Victim Witness Services	16.575	VZ-13625-18	\$ 247,949	
Victim of Crimes Act	16.575	VA-23931-07	\$ 154,874	
Total for CFDA 16.575			\$ 402,823	
Domestic Violence Unit	16.588	WF-13437-19	\$ 5,313	
Domestic Violence Unit	16.588	WF-13437-20	\$ 137,333	
Domestic Violence Unit	16.588	WF-13437-21	\$ 9,643	
Protective Order Court	16.588	WF-24316-08	\$ 144,566	
Protective Order Court	16.588	WF-24316-09	\$ 11,617	
Total for CFDA 16.588			\$ 308,472	
EP County Mobile Identification System	16.738	DJ-33659-01	\$ 104,100	
Total U. S. Department of Justice			\$ 1,525,162	\$ -
U. S. Department of Transportation				
Federal Transit Administration				
<u>*Texas Department of Transportation</u>				
Van Pool	20.205	CSJ#0924-06-556	\$ 118,089	
Sparks/West Way Sidewalk Imp	20.205	CSJ#0924-06-512/513	\$ 9,728	
& Ysleta, Socorro, San Elizario Route	20.205	CSJ#9024-06-488	\$ 215,899	
& Ysleta, Socorro, San Elizario Route	20.205	CSJ#0924-06-555	\$ 97,118	
Feasible Transportation Study	20.205	CSJ#9024-06-527	\$ 161,385	
Total for CFDA 20.205			\$ 602,219	
El Paso County, Texas and Eastern New Mexico	20.509	ICB17012439	\$ 385,165	
El Paso County, Texas and Eastern New Mexico	20.509	ICB1901(24)030-18	\$ 41,399	
& Rural Transit Assistance Program	20.509	RPT1601(24)013	\$ 355,262	
& Rural Transit Assistance Program	20.509	RPT1701 24 032-17	\$ 582,837	
Total for CFDA 20.509			\$ 1,364,663	
Regional Public Transportation Plan	20.505	REG17012423	\$ -	
Total for CFDA 20.505			\$ -	
National Highway Traffic Safety Administration				
<u>*Texas Department of Transportation</u>				
Sheriff's STEP Single Year	20.600	2018-EIPasoCO-S-1YG-0073	\$ 82,193	
Sheriff's STEP IDM 2018	20.616	2018-EIPasoCO-IDM-00003	\$ 10,182	
Click it or Ticket	20.616	2018-EIPasoCO-CIOT-00005	\$ 4,389	
Total for CFDA 20.616			\$ 14,571	
Total U.S. Department of Transportation			\$ 2,063,646	\$ -
U. S. Department of Treasury				
<u>Asset Forfeiture Money Laundering Section</u>				
El Paso County Sheriff's Office-Asset Sharing Dpt of Treasury	21.016	TX0710000	\$ 8,361	
Total U.S. Department of Treasury			\$ 8,361	
U.S. Department of Health and Human Services				
<u>*Texas Department of Aging and Disability Services</u>				
Social Services Block Grant-Home Delivered Meals	93.667	000173100	\$ 1,123,649	
<u>*Texas Department of Family and Protective Services</u>				
Promoting Safe and Stable Families -Child Protective	93.658	23940331	\$ 252,135	
<u>*Texas Juvenile Justice Department</u>				

APPENDIX D
Year Ended September 30, 2018

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures 2017-2018	State Expenditures 2017-2018
Title IV-E	93.658	TJJD-E-2018-071	\$ 14,192	
Total for CFDA 93.658			\$ 266,327	
*Texas Attorney General				
Access and Visitation Grant	93.597	17-C0129	\$ 62,415	
Total U.S. Department of Health and Human Services			\$ 1,452,391	\$ -
Executive Office of the President				
Office of National Drug Control Policy (ONDCP)				
34th Judicial Dist. Prosecution Initiative	95.001	G17SW0003A	\$ 546,485	
34th Judicial Dist. Prosecution Initiative	95.001	G18SW0003A	\$ 145,720	
Multiple Initiatives	95.001	G16SW0001A	\$ 1,547,344	
Multiple Initiatives	95.001	G17SW0001A	\$ 2,202,221	
Multiple Initiatives	95.001	G18SW0001A	\$ 5,284	
Total for CFDA 95.001			\$ 4,447,054	
Total Executive Office of the President			\$ 4,447,054	\$ -
U. S. Social Security Administration				
Social Security Incentive Payment	96.008	20100901	\$ 64,200	
Total U.S. Social Security Administration			\$ 64,200	\$ -
U.S. Department of Homeland Security				
Emergency Food and Shelter National Board Program	97.024	803600-014 Phase 34	\$ 60,469	
Emergency Food and Shelter National Board Program	97.024	803600-014 Phase 35	\$ 67,951	
Total for CFDA 97.024			\$ 128,420	
*Office of the Governor - Homeland Security Grants Division				
Homeland Security Community Response	97.067	HS-29504-03	\$ 210,040	
Operation Stonegarden	97.067	HS-30070-02	\$ 396,777	
Operation Stonegarden	97.067	HS-30070-03	\$ 121,035	
Homeland Security Sustaining Special Response Team	97.067	HS-32213-01	\$ 33,350	
Total for CFDA 97.067			\$ 761,202	
Total U.S. Department of Homeland Security			\$ 889,622	\$ -
State Expenditures				
Office of the Governor - Criminal Justice Division				
& 384th Drug Court Program	N/A	SF-16921-15		\$ 168,960
& 384th Drug Court Program	N/A	SF-16921-16		\$ 13,951
409th Juvenile Drug Court	N/A	SF-18028-13		\$ 81,614
409th Juvenile Drug Court	N/A	SF-18028-14		\$ 7,909
65th Family Drug Court Program	N/A	DC-23858-08		\$ 79,784
65th Family Drug Court Program	N/A	SF-23858-09		\$ 4,803
& DWI Court	N/A	SF-18692-11		\$ 132,658
& DWI Court	N/A	SF-18692-12		\$ 4,271
Project Hope	N/A	SF-25765-06		\$ 106,160
Project Hope	N/A	SF-25765-07		\$ 11,586
& El Paso County Veterans Court	N/A	DC-25831-06		\$ 116,361
& El Paso County Veterans Court	N/A	DC-25831-07		\$ 6,999
Rifle Resistant Body Armor	N/A	BG-34601-01		\$ 199,910
Office of the Governor - Homeland Division Grants Division				
District Attorney's Border Prosecution	N/A	BP-22837-07		\$ 159
District Attorney's Border Prosecution	N/A	BP-22837-08		\$ 944,127
District Attorney's Border Prosecution	N/A	BP-22837-09		\$ 80,768
Local Border Security Program	N/A	BL-29953-03		\$ 262,164
*Rio Grande Council of Governments				

APPENDIX D
Year Ended September 30, 2018

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures 2017-2018	State Expenditures 2017-2018
Sheriff's Training Academy	N/A	SF-14285-16		\$ 10,405
Sheriff's Training Academy	N/A	SF-14285-16		\$ 144,997
Total Office of the Governor			\$ -	\$ 2,377,586
Texas Department of Agriculture				
Home-Delivered Meal Grant Program	N/A	HDM-18-3214		\$ 110,048
Total Texas Department of Agriculture			\$ -	\$ 110,048
Office of the Attorney General				
Sheriff's Crime Victim's Liaison	N/A	18-80905		\$ 37,646
Sheriff's Crime Victim's Liaison	N/A	19-87007		\$ 4,358
Total Office of the Attorney General			\$ -	\$ 42,004
Texas Department of Transportation				
& Rural Transit Assistance Program	N/A	RUR 1701(24)		\$ 63,220
& Rural Transit Assistance Program	N/A	RUR 1801(24)		\$ 367,468
& Rural Transit Assistance Program	N/A	RUR 1901(24)		\$ 19,227
Routine Airport Maintenance Program	N/A	M182AFABN		\$ 21,722
Total Texas Department of Transportation			\$ -	\$ 471,637
Texas Comptroller of Public Accounts				
Elections Chapter 19	N/A	TX Election CD Chapter 19- FY16		\$ 41,714
Elections Chapter 19	N/A	TX Election CD Chapter 19- FY17		\$ 23,516
Elections Chapter 19	N/A	TX Election CD Chapter 19- FY18		\$ 15,481
Lateral Road Fund Distribution	N/A	94F0001072		\$ 91,880
Sheriffs Continuing Education	N/A	TX Occup CD 1701.157		\$ 55,411
Total Texas Comptroller of Public Accounts			\$ -	\$ 228,002
Texas Department of State Health Services				
Texas School Safety Center at TX State University-San Marcos Tobacco Enforcement Program FY 2017	N/A	2016-0529		\$ 300
Total Texas Department of State Health Services			\$ -	\$ 300
Texas Task Force on Indigent Defense				
Public Defender Indigent Defense	N/A	212-18-071		\$ 826,342
Public Defender Supplemental Indigent Defense	N/A	212-18-071-SC		\$ 45,906
Public Defender Mental Health Advocacy and Litigation	N/A	212-18-D02		\$ 714,587
Total Texas Task Force on Indigent Defense			\$ -	\$ 1,586,835
Texas Juvenile Justice Department				
TJJD Juvenile Board State Aid	N/A	TJJD-A-2019-071		\$ 227,278
TJJD Juvenile Board State Aid	N/A	TJJD-A-2018-071		\$ 3,246,196
TJJD Special Needs Diversionary	N/A	TJJD-M-2018-071		\$ 36,441
TJJD Special Needs Diversionary	N/A	TJJD-M-2019-071		\$ 10,235
TJJD Juvenile Justice Alt. Education	N/A	TJJD-P-2017-071		\$ 97,150
TJJD Prevention and Intervention Demonstration Project	N/A	TJJD-S-2018-071		\$ 124,162
TJJD Prevention and Intervention Demonstration Project	N/A	TJJD-S-2019-071		\$ 20,129
TJJD Prevention and Intervention Project-School Truancy	N/A	TJJD-T-2018-071		\$ 33,096
TJJD Juvenile Justice Alt. Education-Supplemental	N/A	TJJD-W-2017-071		\$ 400
TJJD Regional Diversion Alternatives Program (Reimbursement)	N/A	TJJD-R-2017-071		\$ 179,224
TJJD Regional Diversion Alternatives Program (Reimbursement)	N/A	TJJD-R-2019-071		\$ 36,444
TJJD Regional Diversion Alternatives Program (Allocation)	N/A	TJJD-R-2018-071		\$ 4,233
Total Texas Juvenile Justice Department			\$ -	\$ 4,014,988
Texas District Courts-Comptroller Judiciary				
Reimbursement of State Witness	N/A	TX CD Cram Proc 35.27/104.003		\$ 94,433
DA Apportionment Salaries	N/A	Gov CD Chpt 46.004		\$ 22,500
Total Texas District Courts-Comptroller Judiciary			\$ -	\$ 116,933
Texas Department of Criminal Justice				

APPENDIX D
Year Ended September 30, 2018

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures 2017-2018	State Expenditures 2017-2018
Reimbursement of Offender Transportation	N/A	Gov CD Chpt 499.125		\$ 72,905
Total Texas Department of Criminal Justice			\$ -	\$ 72,905
Texas Department of Health and Human Services Commissions				
District Attorney Food stamp Fraud	N/A	OIG 042010A		\$ 2,520
Total Texas Department of Health and Human Services Commissions			\$ -	\$ 2,520
Texas Veterans Commission				
Veterans Treatment Court	N/A	VTC_17_0480		\$ 152,769
Veterans Treatment Court	N/A	VTC_18_0601		\$ 73,387
Veterans General Assistance	N/A	VSO_18_0609		\$ 145,228
Total Texas Veterans Commission			\$ -	\$ 371,384
Texas Council on Family Violence				
Domestic Violence High Risk Team	N/A	2017-0089		\$ 21,363
Domestic Violence High Risk Team	N/A	2018-0140		\$ 29,762
Total Texas Council on Family Violence			\$ -	\$ 51,125
Texas Commission on Environmental Quality				
*Rio Grande Council of Government				
Municipal Solid Waste Grant Program	N/A	582-18-8056		\$ 22,666
Total Texas Commission on Environmental Quality			\$ -	\$ 22,666
TOTAL FEDERAL AND STATE FINANCIAL ASSISTANCE			\$ 13,784,087	\$ 9,468,933

PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: _____

Name
(typed): _____

Title: _____

Firm: _____

Date: _____

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the County.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name
(typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX H

Texas Juvenile Justice Department Audit Requirements Issued September 15, 2018, For the Fiscal Year Ended August 31, 2018

APPENDIX H

Texas Department of Criminal Justice FY2018 Independent Audit Guidelines, Compliance Requirements, and Standard Reporting Formats, and Compliance Checklist dated August 29, 2018

APPENDIX I

Texas Department of Criminal Justice Community Justice Assistance Division Financial Management Manual for TDCJ-CJAD Funding

General Provisions County of El Paso, Texas

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

1. PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 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 Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF PROPOSALS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO PROPOSAL

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

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

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

8. PRICING

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

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

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

9. TAX EXEMPTION

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

10. MODIFICATION OF PROPOSALS

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

11. SIGNATURE OF PROPOSALS

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

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

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

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

19. SINGLE PROPOSAL RESPONSE

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

20. REJECTION/DISQUALIFICATION OF PROPOSALS

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

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

21. CHANGES IN SPECIFICATIONS

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

22. PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

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

24. WITHDRAWAL OF PROPOSAL

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

25. INDEMNIFICATION

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

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

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

26. PROOF OF INSURANCE

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

CONSTRUCTION PROJECTS additional requirements:

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

PROFESSIONAL SERVICES additional requirements:

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

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.

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

27. BOYCOTT OF ISRAEL

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

28. 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 and/or make recommendations for award are included in this bid. 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. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

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. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

29. NON-COLLUSION AFFIDAVIT

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

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

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

30. 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.

31. MERGERS, ACQUISITIONS

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

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

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

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

32. DELAYS

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

33. ACCURACY OF DATA

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

34. SUBCONTRACTING/ASSIGNMENT

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

35. INDEPENDENT CONTRACTOR

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

36. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

37. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

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

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

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

3.

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative



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

RE: RFQ 20-002, Professional Financial Auditing Services 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 Ricardo A. Samaniego
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Carl L. Robinson

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Betsy Keller, County Administrator
Elvia Jauregui, Formal Bid Supervisor/Buyer
Araceli Hernandez, Formal Bid Buyer
Blanca Güereca, Procurement Data Analyst
Oscar Avila, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Christina Ford, Division Chief
Eddie Sosa, First Assistant County Attorney
Chris Sullivan, Sr. Trial Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Victor Perez, Director of Financial Operations
Barbara Franco, County Auditor First Assistant
James Utterback, Audit Manager Senior
Lorena Heredia, Deputy Chief of Finance and Operations
Angela Brinkley, Accountant/Office Manager

Adopted 06/29/2007

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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;">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">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="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <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>7</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.
- 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.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

Solicitation Check List

RFQ 20-002

Professional Financial Auditing Services for the County of El Paso

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, October 24, 2019. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Signature Page?

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

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

_____ Did you 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 (1) original and six (6) electronic versions (CD/DVD/Flashdrive) in Word/PDF Format of your response? Electronic copies must reflect original hard copy.