



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

Notice to Interested Parties

DUE TO THE CURRENT DISASTER DECLARATION

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, February 11, 2021 to be opened at the County Purchasing Office the same date for Application for Depository Bank and Safekeeping Services for Funds for the County of El Paso. **No in-person submittals are allowed. Vendors must mail via USPS or third-party carrier (i.e. Fed-Ex/UPS). The County of El Paso is not responsible for late deliveries of any kind or any reason.**

Proposals must be in a sealed envelope and marked:
"Proposals to be opened Thursday, February 11, 2021
Application for Depository Bank and Safekeeping
Services for Funds for the County of El Paso
RFP Number 21-015"

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, January 28, 2021, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com ; click button labeled "Directory", search for and select "Purchasing", click on button labeled "List of Bids".

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

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

RFP 21-015
Application for Depository Bank and Safekeeping
Services for Funds for the County of El Paso
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and Two (2) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.**

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

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

Application for Depository Bank and Safekeeping Services for Funds for the County of El Paso

RFP 21-015



**Opening Date
Thursday, February 11, 2021**

GENERAL INFORMATION

El Paso County Commissioners Court, complying with applicable Texas statutes, is herein requesting applications from any banking corporation or financial institution (Bank) to serve as a County Depository Bank(s).

The specific references governing these services are:

Local Government Code Chapters 116, 117
Government Code Chapters 2256, 2257

The text of these governing statutes may be obtained at:
www.statutes.legis.state.tx.us/.

By submitting a proposal, Vendor acknowledges that it understands the aforementioned laws, which pertain to the safekeeping of County funds and will comply with these statutes.

Applications may be submitted for depository and safekeeping services for County investments.

GOOD FAITH GUARANTEE - This application for depository for funds of El Paso County must be accompanied by a certified check or cashier's check made payable to El Paso County in the amount of \$1,823,445.54, one-half percent of the County's revenue for the preceding year. The check is a guarantee of good faith on the part of the Bank that if the application submitted is selected as a County depository, the successful applicant will, within fifteen days after notice of selection, enter into a pledge contract with the Commissioners Court. If accepted, the successful applicant will file qualifying collateral in sufficient amount to secure the public monies to be entrusted to them within 15 days of selection as prescribed by the *Texas Local Government Code §116.051* and *Vernon's Texas Codes annotated, Government Code, Title 10 Chapter 2257*. Should the bank fail to qualify as depository as required and within the fifteen days specified, the certified check or cashier's check shall go to El Paso County as liquidated damages in accordance with the *Texas Local Government Code § 116.023* and *Vernon's Texas Codes Annotated, Government Code, Title 10, Chapter 2257*. **Applications not accompanied by a certified check or a cashiers' check will not be considered.**

When the depository has been selected, the certified check or cashier's check presented with the proposal application(s) shall immediately be returned to the unsuccessful applicants. Certified checks or cashier's checks presented by successful applicants shall be held until the pledge contract and required securities have been tendered and approved by the Commissioners Court.

El Paso County reserves the right to select the acceptable applicant who offers contractual terms and conditions most favorable to the County. The County may reject applicants whose management or financial condition, in the opinion of

Commissioners Court, does not warrant the placing of County funds in their possession. El Paso County reserves the right to reject in part or in whole any or all proposals, waive minor technicalities, and award the proposal that best serves the interest of El Paso County. Late proposals will be returned to the proposer unopened.

The County expressly requests that proposers not discuss this engagement or the Bank's plans, experience or credentials with other Banks or any member of Commissioners Court.

It is anticipated the selection of a financial institution will be completed by **April, 2021**. Following the notification of the selected bank, it is expected a contract will be executed between both parties no later than **June 01, 2021**. The approval of such contract must be entered into the minutes of the depository's board and evidenced on a certified copy of minutes of the board.

TERMS OF ENGAGEMENT

The County must contract with a Bank for a two-year or four-year contract term. On expiration of the primary term, the contract may be renewed for two additional years under terms negotiated. If the contract is for a four-year term, the contract must allow the County to establish, on the basis of negotiations with the Bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract. In the event that no agreement has been reached by the parties in relation to new interest rates and financial terms 60 days prior to the two-year anniversary of this contract, the County will have the unilateral right to terminate the contract. In that scenario, parties agree services would continue to be provided under the original terms of this contract until 60 days after the two-year anniversary of this contract. This depository contract must commence no later than **June 1, 2021** and must continue until 60 days after the time fixed by statute for the next selection of a Depository Bank.

If a timed deposit extends beyond the expiration date of the contract, the managing bank will pledge sufficient securities required by El Paso County to provide for the maturity of the time deposit.

EVALUATION CRITERIA

Proposals must be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal the County deems to be most responsive and responsible and serves the best interests of the County.

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 indicate maximum score.

Evaluation Criteria	Percentage
Best value in terms of service and cost.	25%
Bank's past and prospective financial strength	15%
Net rate of return on County funds	15%
Experience and ability to meet service requirements	10%
Responsiveness to El Paso County as demonstrated by Investments in the community, loan programs and other initiatives	10%
Electronic bank services offered	5%
Internal safekeeping services	5%
Convenience (e.g. locations)	5%
Any additional bank services offered	5%
REFERENCES Firm must provide the following reference information. The names, business address, and 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.	3%
HEALTH INSURANCE TO EMPLOYEE The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.	2%
Total	100%

COMMUNITY REINVESTMENT ACT

El Paso County supports Banks that put El Paso County's deposits to work within El Paso County. The County also supports the efforts of those within the lending community who extend credit to residents in all neighborhoods within El Paso County and help to meet the credit needs of lower income borrowers and economically disadvantaged neighborhoods with equal opportunity, regardless of race, color, religion, national origin, age, sex, marital status or other protected status.

INVESTMENTS MADE OUTSIDE DEPOSITORY BANK

El Paso County reserves the right to make external investments according to the laws of the State of Texas and the Investment policy of El Paso County.

REQUIRED INFORMATION

Bank must respond to all provisions and adhere to the format provided in this proposal to be considered a responsive application. If you are unable to provide required information, provide an explanation for such exclusion. The application must be signed by a duly authorized banking official and upon award of the depository contract by Commissioners Court, the application and all attachments may be included in the official Depository Contract if desired by the County. Submit the following:

1. Audited financial statements for the most recent year. All Banks wishing to be designated as the depository bank must state the amount of paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of application. The County will require a copy of the financial report of the Bank at least annually, upon publication.
2. Resolution from the board of directors of the financial institution giving the Bank officer signing the proposal authorization to enter into agreements.
3. List of names, titles, phone and fax numbers, and e-mail addresses and brief biographies of Bank personnel that will have ongoing responsibility for servicing El Paso County.
4. References from customers whose service requirements are similar to those of El Paso County.
5. Provide the Call Report or Thrift Financial Report for the most recent year end. In addition, please provide most recent quarter if more recent than year end.
6. Current Bank credit rating by Moody's, Standard and Poor's, Bank Watch and Sheshunoff.
7. Equal employment opportunity provisions statement must be submitted that indicates the Bank will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or genetic information which will become part of the contract conditions if the financial institution is awarded the contract. The statement should include a description of the

financial institution's affirmative action plan.

8. Community Reinvestment Act (CRA) Provisions:

- Date of last CRA examination that included El Paso, Texas.
- The Bank's overall CRA rating.
- The Bank's CRA ratings under the Lending Test(s) and under the Community Development Test(s).
- Describe any problems encountered in achieving any rating of less than satisfactory or adequate.
- Describe any activity in El Paso County that has taken place since the Bank's most current CRA Report which you wish to have considered in the areas of: lending, affordable housing, community service, economic development and revitalization.

9. A copy of the most current Community Reinvestment Act Performance Evaluation.

10. A description of any community reinvestment initiatives and special loan programs offered in El Paso County, including the financial institution's funding level for each program and the amounts of funds actually disbursed under each program (e.g., small business loans, low-income consumer loans, affordable housing, community and economic development).

11. The total number and dollar amount of small business loans, excluding credit card loans, made (funded) in El Paso County during each of the last five (5) years.

12. The total number and dollar amount of Small Business Administration Loans made (funded) in El Paso County during each of the last five (5) years.

13. If the financial institution offers business planning and loan application assistance programs to business loan customers, submit a description of the programs including the services for each of the last five (5) years.

14. The total amount of investment capital provided in El Paso County during each of the last five (5) years.

15. Describe the financial institution's local employment trends over the last five (5) years (number of employees, transfers or reductions, reorganizations, etc.) and include your local workforce projections for the term of the depository contract.

16. State the amount of charitable contributions the bank has made to El Paso County organizations including educational, artistic, service and civic organizations during each of the last five (5) years.

17. Provide the Bank's loan-to-deposit ratio for El Paso County operations for each of the last five (5) years.

18. Comprehensive List of Service Prices – Bank must provide a comprehensive list of service prices as well as any other cost that will be charged to the County for any reason. Specify any and all costs associated with electronic transfers, including transfers between El Paso County accounts. This list will be considered all-inclusive and the prices shown on the list must be incorporated into the contract. If a four (4) year contract is executed, the Bank has the option to change prices for the second two (2) year term. The price change will be negotiated but may not exceed 110% of the prices shown for the first two (2) year term.
19. What is the cut-off time to ensure same day ledger credit?
20. Provide an availability schedule.
21. Does the Bank outsource any of the proposed services? If so, please provide pricing for outsourced services.
22. What are the Bank's cut-off times for customer initiated electronic transfers?
23. Comprehensive Cash Management Capabilities – Bank must provide comprehensive cash management programs and associated costs (e.g., electronic check presentment, check conversion, payroll card).
24. Does the Bank offer any service to protect El Paso County's accounts from unauthorized ACH debits?
25. Describe what differentiates the Bank's service from other providers.
26. Describe how the financial institution plans to keep this product current and competitive.
27. Does the Bank conduct background checks on its employees?
28. How many Bank employees are present when deposit bags are opened?
29. Describe security at the cash vault center. What additional security measures are employed?
30. When deposit discrepancies are discovered, what are the Bank's notification, reporting, and adjustment procedures?
31. Does the Bank identify and adjust all discrepancies?
32. **Required Form** - On the attached form titled **FEE CALCULATOR**, indicate the charges per unit for each service, the estimated charges for each service, and the estimated compensating balance which the County would be required to maintain in order to offset the service charges. Specify when there is no charge for a service or when there are additional charges for a service. List any fee or service charges that you foresee, even if not listed in the FEE CALCULATOR. The number of units on the form represents El Paso County's bank services activity for fiscal year 2020.

33. **Required Form** – On the attached form titled **INTEREST CALCULATOR**, calculate the interest El Paso County would have earned last fiscal year using your proposed rate of return historical data. El Paso County is requesting for applicants to define specifically the method used by the applicant for interest calculations in its normal operations. Bank must furnish adequate information about the index and or instruments used to arrive to the proposed rate (e.g. 90 days T-Bill rate, Texpool rate). El Paso County must be able to independently calculate the proposed rate and interest payable under the contract. Also, specify what balances are subject to interest (e.g. Average Collected Balances). Is the 10% reserve requirement reduced before interest is paid?

Because a four (4) year contract may be executed, Bank may propose new fixed and variable rates of interest for interest earning transaction accounts, certificates of deposit, NOW accounts, money market checking accounts and the overnight investment facility for the second two years of the contract. During the second two (2) years of a four (4) year contract, El Paso County has the option to adopt the Bank's proposed rates for the last two years or to establish, on the basis of negotiations with the Bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

34. Describe the Bank's Disaster Recovery plan in detail.
35. Provide a copy of all documents, agreements, including agreements with third parties, signature cards and service terms that will be required to initiate Depository Services.
36. Provide a detailed description of the recommended implementation process.

SERVICE REQUIREMENTS

1. Standard Disbursement Services - Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation. No funds or fees may be withdrawn from the County Depository except by properly drawn warrants which have been approved and signed by appropriate authorities as designated on signature cards. All signature cards must be approved by the County Auditor.
2. Standard Deposit Services - The Bank will guarantee immediate credit on all wire transfers, ACH transactions and all deposited checks based on the Bank's availability schedule. All deposits received before the Bank deadline will be credited daily.
3. Statements - Monthly account statements delivered in electronic file format. Monthly account statements will be provided with all original canceled checks, debit and credit memos, etc. and or optical images of the front and back of these items if the optical images are retained in accordance with the rules adopted by the Texas State Library and Archives Commission. This statement must show the number of checks, deposit and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements must be provided within

seven working days after calendar month-end.

4. Automatic Overnight Investment Facility - All funds remaining in designated accounts may be pooled and automatically invested by the Bank on an overnight or weekend basis at an investment facility. This refers to repurchase agreements, also known as overnight repos, which are legally secured transactions. The Bank will allocate the pro-rata share of total interest to each account based on each account's investable balance. Funds must be invested in securities that are authorized by the Public Funds Investment Act. Bank must provide a prospectus and monthly historical yield information of investment facility products for the past two years for comparison purposes. Bank must send County a daily confirmation detailing the interest rate and monthly statements detailing daily activity. Bank must provide master repurchase agreements at quoted rate on the date of the purchase request. Repurchase agreements are offered subject to the availability of collateral. Rates are to be negotiated at the time of request.
5. Collateral Reports – The capability to extract detailed electronic collateral-to-deposit reports on demand is required. Such reports must contain security descriptions, par value/current face and current market value.
6. On-line Communication - It is requested that as part of the bid the depository Bank will provide an on-line communication link to the County for daily reporting of account balances, collateral and ledger balances and detail debits and credits. Discuss the methods (e.g., Web-based, proprietary software) by which the El Paso County can view current day activity, previous day activity and balance information.
 - a. Can information be accessed by multiple users?
 - b. Can information be accessed by multiple locations?
 - c. Can individual users be restricted to accessing information only on certain accounts or transaction types?
 - d. Can information be imported into a spreadsheet?
 - e. What is the associated cost?
7. Fees and Service Charges - Fees and Service charges for monthly service must be included in a monthly analysis format. A monthly detailed billing for every service charge and fee for all individual County Bank accounts which includes type of service, volume, individual price, and total price will be provided.
8. Positive Pay Service - Positive Pay Service is required. Describe in detail your positive pay service. Does the bank offer payee match as part of its positive pay service? How often can positive pay files be sent and uploaded? Specify any associated cost.
9. Wire Transfer Capability - Wire transfer capability using computer service with dual control security features (primary and secondary authorization). **All wire transfers must have a pre-defined ID approved by the County Auditor.**

10. ACH Operations - Provide ACH operations to allow the County to initiate electronic paperless entries through your financial institution and other financial institutions by means of ACH files (e.g. payroll direct deposit ACH file).
11. Stop Payments - The County will require the Bank to issue stop payments executed from personal computers or fax by County personnel at County locations. Stop payments will be considered permanent voids and the County does not need to renew stop payments. The County executes stop payments by removing the check from positive pay.
12. Checks, Deposit Tickets, Endorsement Stamps, and Other Supplies - The Bank will order supplies for the County as specified by the County. Any applicable charges should be processed through account analysis not direct debits.
13. Account Executive Service Person - The Bank will provide El Paso County with an Account Executive Service person located in El Paso County whose responsibility must be to serve as primary liaison between the Bank and El Paso County. This person will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of El Paso County Accounts.
14. Reconciliation - The Bank agrees to reconcile any differences in account balances within a period of time mutually agreeable to both El Paso County and the Bank following notification of such discrepancies. Differences in account balances include any difference between checks paid in comparison to positive pay amounts transmitted to the Bank and differences between deposits made (declared) as compared deposit verified by vault.
15. Waiver of Certificates of Deposit Penalty - the District Clerk maintains trust accounts for minors. These funds are invested in Certificates of Deposit to earn interest for the minor's benefit. Occasionally these accounts are closed by court order prior to the maturity date of the CD. The Bank must waive the early withdrawal penalty if a minor's trust account is closed by court order prior to the CD's maturity.
16. Deposits - Bank must accept mixed deposits containing cash, checks, and coin from the County. Deposits are made through the vault (armored car) and branch teller walkup is minimal.
17. 1099's for Trust Beneficiaries - For County Clerk and District Clerk trust funds, Bank must provide County with individual accounts that are in the name of the beneficiary and record the interest earned on these accounts as a credit to the social security number or employer identification number of the beneficiary. A separate account is maintained for each individual and a social security number is provided by County at the time the account is opened. Bank must send monthly account activity statements and Internal Revenue Service Form 1099's to the appropriate Clerk for each account maintained. Online information reporting for these accounts is required.
18. Deposits at Branch locations - Bank must allow County personnel to make deposits at any branch location.

19. Overdrafts - All demand deposit overdrafts incurred in the normal course of business will be covered at no cost to the County as long as sufficient compensating balances exist in other County accounts.
20. Safekeeping Account - In the event the County exercises its right to make external investments, **the depository institution must provide a safekeeping account to hold securities purchased by the County**. If the depository Bank cannot provide investment safekeeping services, then the County will also have to select a second depository for those safekeeping services. Excess funds are invested in accordance with the County's investment policy and the Public Funds Investment Act. All investments are on "delivery versus payment" where the safekeeping entity verifies the incoming security to the purchase instructions provided by the County. If the security matches the purchase instructions the safekeeping entity releases the funds to purchase the security. If the safekeeping entity is not the County's main depository Bank, then funds would need to be transferred to the into the safekeeping account the day before the security delivery date. Any cash funds in the safekeeping account would either have to be collateralized at 102% per the County's depository collateral requirements or swept into an interest earning money market account. The safekeeping entity will provide transaction notices for any interest payments received on investments, investments maturing, sold or purchased, and monthly safekeeping account statements. The report shall contain security descriptions, par value/current face and current market value as well as any interest earned on funds in the account.

Safekeeping Account Requirements:

1. A copy of the proposed Safekeeping Agreement for the safekeeping account.
2. Financial institution must provide a comprehensive list of service prices. This list will be considered all-inclusive and the prices shown on the list will be incorporated into the contract.
3. Using the following scenario, provide a complete detail monthly invoice for Safekeeping Services for December 2021:

Security	Purchased	Maturity	Par Amt	Purchased Through
FHLB	1/15/2021	1/15/2022	\$2MM	Entity
T-BILL	12/5/2021	12/5/2022	\$2MM	Outside Party
T-BILL	5/8/2021	12/8/2021	\$2MM	Entity
FHLB	5/12/2021	12/12/2021	\$2MM	Outside Party
FHLB Callable	2/15/2021 CALLED	2/15/2022 12/15/2021	\$2MM	Outside Party
FNMA	12/18/2021	12/18/2022	\$2MM	Outside Party
T-BILL	12/20/2021	12/20/2022	\$2MM	Entity
FHLB	12/22/2021	12/22/2022	\$2MM	Entity

4. Cut-Off Times – Deadlines to accept instructions.
5. Detailed instructions on how DK's (Don't Knows) are handled and resolved.

6. Provide any applicable SEC and NASDAQ reports on your firm.
7. Disclose licensing agency registrations.
8. If the safekeeping account is provided by a third party, the following additional information is required:
 - a. Resolution from the board of directors of the third-party financial institution giving the signing officer authorization to enter into agreements.
 - b. Audited financial statements of the third party for the most recent year. El Paso County will require a copy of the financial report at least annually, upon publication.
 - c. Current Credit Rating by: Moody's, S&P, and Fitch.
9. The financial institution shall segregate and identify on its books and records as belonging to the El Paso County all securities delivered by or for the account of El Paso County which are held by the financial institution.
10. Monthly account statements delivered in electronic file format. The statements must include the following information on each security: CUSIP number, par value, cost value, book value, and market value.
11. The financial institution must rely and act only upon written instructions signed by two (2) authorized persons from El Paso County. El Paso County will provide the financial institution with a sample of authorized signatures. If the financial institution has in place a system for providing telecommunication or other electronic access or other means of direct access, El Paso County will use such system.
12. The financial institution must provide the El Paso County with monthly detailed invoices for every single service charge.

LEGAL COLLATERAL REQUIREMENT SPECIFICATIONS

Allowable securities for collateralization only include:

- Federal Home Loan Bank of Dallas-Letters of Credit
- U.S. Treasury Notes
- U.S. Treasury Bills
- Government National Mortgage Association Certificates
- Federal Farm Credit Banks Notes and Bonds
- Federal National Mortgage Association Notes and Bonds
- Federal Home Loan Mortgage Association Notes and Bonds

REQUIRED LEVEL OF COLLATERAL

The initial amount of securities to be pledged against El Paso County must be adequate to fully collateralize the funds of El Paso County according to the State laws of Texas and must continuously remain as such. The amount is subject to change as deposits fluctuate with the approval of the County Auditor.

At all times, the market value of collateral including accrued interest must be equal to or greater than 102% of the sum of the par value of the certificates of deposit plus accrued interest, the daily bank ledger balances, and the overnight investment facility balances, less funds insured by Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor.

MONITORING OF COLLATERAL

Bank is responsible for notifying the County of any deficiencies in the Bank's pledged collateral on a daily basis, as well as obtaining additional collateral to cover the deficiency. Reduction and or release of Collateral must be approved by Commissioners Court and signed by the County Judge. Currently, Commissioners Court meets every Monday. Exchanging securities must be approved by the County Auditor and signed by the County Judge.

LOCATION OF COLLATERAL

Bank must deposit all collateral pledged to secure County funds at the Federal Reserve Bank in Dallas or with a mutually agreed upon third party with a notation that the securities are pledged to the County. Depository safekeeping receipts should be furnished to the County Auditor evidencing the pledged securities. Securities pledged to the County shall be placed in safekeeping by the depository bank providing safekeeping services and the original of the safekeeping receipt shall be given to the County Auditor. Securities so pledged shall be subject to physical inspection by a member of Commissioners Court and/or the County Auditor or their authorized representatives during regular banking hours. Collateral security will be pledged only "To the Commissioners Court of El Paso County, Texas". Release of collateral must be approved by Commissioners Court and signed by the County Judge.

In the event that the County's Depository Bank provides both depository and safekeeping services there will only be a single collateral pledge for all County funds.

REFERENCES

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 count as a zero in scoring of this criteria

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer E-mail address: _____

Duration of Contract: _____

General Provisions County of El Paso, Texas

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

1. BID/PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS/PROPOSALS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO BID/PROPOSAL

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

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

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

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

8. PRICING

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

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

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

9. NON-APPROPRIATIONS

Vendor acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to Customer. In the event such funds are not appropriated in any fiscal year for support and services, Customer may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Customer's obligation with respect to payment for satisfactory service or support received through the termination date.

10. 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.

11. MODIFICATION OF BIDS/PROPOSALS

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

12. SIGNATURE OF BIDS/PROPOSALS

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

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

14. PUBLIC INFORMATION ACT

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

15. RESULTANT CONTRACT

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

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

16. ESTIMATED QUANTITIES

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

17. CONTRACTOR INVESTIGATION

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

18. NO COMMITMENT BY COUNTY

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

19. BEST AND FINAL OFFERS

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

20. SINGLE BID/PROPOSAL RESPONSE

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

21. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

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

22. CHANGES IN SPECIFICATIONS

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

23. BID/PROPOSAL IDEAS AND CONCEPTS

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

24. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

25. WITHDRAWAL OF BID/PROPOSAL

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

26. 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.

27. 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.

28. 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.

29. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

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

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of

interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

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

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

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

30 NON-COLLUSION AFFIDAVIT

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

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

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

31. 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.

32. MERGERS, ACQUISITIONS

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

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

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

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

33. DELAYS

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

34. ACCURACY OF DATA

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

35. SUBCONTRACTING/ASSIGNMENT

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

36. INDEPENDENT CONTRACTOR

Bidder/Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship

allowing County to exercise control or direction over the manner or method by which Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

37. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

38. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

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

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

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

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

3. ☐

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*

* This page must be included in all responses.



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

RE: RFP 21-015, Application for Depository Bank and Safekeeping Services for Funds 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-Trull CPPO, CPPB, Purchasing Agent Jose Lopez, Jr., Assistant Purchasing Agent Betsy Keller, County Administrator Elvia Jauregui, Purchasing Manager Araceli Hernandez, Formal Bid Buyer Blanca Guereca, Procurement Data Analyst Claudia Parra, 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 Barbara Franco- County Auditor's Office James Utterback. County Auditor's Office Sandra Gonzalez, County Auditor's Office Raymond Gomez, County Auditor's Office Blanca Barraza, Sheriff's Department

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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.

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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.

6 ☐ 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).

7

Signature of vendor doing business with the governmental entity

Date

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
Check List

RFP 21-015

**Application for Depository Bank and Safekeeping
Services for Funds 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, February 11, 2021.

**No in-person submittals are allowed. Vendors must mail via USPS
or third-party carrier (i.e. Fed-Ex/UPS). The County of El Paso is
not responsible for late deliveries of any kind or any reason.**

_____ Did you visit our website (www.epcounty.com) for any
addendums?

_____ Did you sign the Proposal Signature Page?

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

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

_____ Did you sign and complete the required "Conflict of Interest
Questionnaire"?

_____ Did you sign and complete the required "Certificate of Interested
Parties Form"?

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

_____ Did you provide one original and two (2) electronic versions of the
complete proposal (CD/DVD/Flashdrive) in Word/PDF Format?
Electronic copies must reflect original hard copy.

