



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

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**Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Wednesday, March 14, 2012 to be opened at the County Purchasing Office the same date for Financial Advisor for the County of El Paso.

**Proposals must be in a sealed envelope and marked:  
“Proposals to be opened March 14, 2012  
Financial Advisor for the County of El Paso  
RFP Number 12-017”**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Thursday, March 1, 2012, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

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.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashier’s check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashier’s check must be included with the proposal at the time of the opening.

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. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

**PITI VASQUEZ**  
County Purchasing Agent

# IMPORTANT NOTICE FOR VENDORS

## EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

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

### Training

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

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

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

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

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

❖ Select:

Vendors Who Have Completed Ethics Training

If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.

**PROPOSAL SCHEDULE**

To: El Paso County, Texas

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

<p><b>Description – RFP # 12-017</b>  <b>Financial Advisor for the County of El Paso</b></p> <p>Vendor must meet or exceed specifications</p> <p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and six (6) electronic format copies (such as read-only CD or DVD and responses in Microsoft Word or Microsoft Excel).</b></p>
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\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Ethics Representative (refer to page 2)

\_\_\_\_\_  
Ethics Training Date or Expiration Date

\_\_\_\_\_  
CIQ Confirmation Number

\_\_\_\_\_  
Conflict of Interest Questionnaire (CIQ) Filed Date

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\*\***

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

**RFP #12-017**



**Opening Date  
Wednesday, March 14, 2012**

**SECTION I  
GENERAL INFORMATION FOR VENDORS**

**A. PURPOSE AND BACKGROUND:**

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

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

The annual County budget is approximately \$281,006,425.83. Debt issuance in any one fiscal year is estimated to range from one hundred and fifty thousand dollars (\$150,000.00) to one hundred million dollars (\$100,000,000.00). The County fiscal year is October 1 through September 30 and interest and principal payment dates are defined as February and August 15<sup>th</sup> without exception.

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

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

The Commissioners Court serves as the executive branch of county government. Included among their constitutional and statutorily imposed duties and responsibilities, is the exclusive responsibility and authority over the county's

operating budget and budgetary amendments, the exclusive responsibility and authority to set ad valorem property tax rates, and, with the County Auditor, the responsibility and authority to audit and settle all claims against the County. The Commissioners Court also determines when propositions to issue bonds will be submitted to the voters.

As of September 30, 2011 the City of El Paso Planning, Research and Development Department officials estimated the County population at 800,647.

**B. ISSUING OFFICE; COUNTY LIAISON; PROPOSED TIMETABLE**

1. **Issuing Office :**

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

2. **County Liaison:**

The County Purchasing Agent has named the following person as the individual to serve as the County's contact during the performance of the contract. Any telephone questions or problems must be addressed to her during County working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, or may be emailed or faxed to her attention. The following contact information is for questions only, not for the submission of proposals.

Elvia Contreras  
 Email: ElContreras@epcounty.com  
 Telephone: (915) 540-2048  
 Fax: (915) 546-8180

3. **Proposed Timetable:**

Activity	Target Date
Release of Request for Proposals	February 19,2012
Deadline for questions	March 1, 2012
Submission of proposals	March 14, 2012
Offeror(s) presentations	April 12, 2012
Selection and notification of Offeror(s)	To Be Determined
Contract finalized	To Be Determined
Projected sale date	To Be Determined

## **C. OFFEROR; VENDOR QUALIFICATION AND DISQUALIFICATION**

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

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

### **1. El Paso County Code of Ethics Training Requirement for Vendors**

Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county. The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. **Vendors should print out completed training receipt and attach to BID/RFP/RFQ/RFI to verify that it was taken.** The required training for Vendors may be accessed and completed at: [http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

### **2. Private Communication with Vendors by Members of Commissioners Court, County Elected Officials/Department Heads**

No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted by a member of the commissioner's court, or a county elected official/department head, 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.

**IF ANY OFFEROR IS CONCERNED ABOUT THE LEGALITY, PROPRIETY, OR FAIRNESS OF THIS RFP OR THIS PROCUREMENT PROCESS, SUCH OFFEROR IS ENCOURAGED TO IMMEDIATELY CONTACT THE PURCHASING AGENT IN WRITING WITH SUCH CONCERN.**

**D. PROPOSAL SUBMISSION**

All proposals, including all required copies, must be submitted to the Purchasing Agent, Room 300, County Administrative Annex, 800 E. Overland, El Paso Texas 79901 by March 14, 2012 at 2:00 P.M. local time; all proposals shall be submitted in a sealed envelope, clearly marked to indicate that it is in response to County of El Paso RFP #12-017 for Financial Advisor Services. Proposals in the form of emails, email attachments, telegrams, telephone calls, facsimiles or telex messages will not be accepted.

The proposal shall be signed by an official authorized to bind the Offeror (Authorized Officer) and shall contain a statement that the Offeror's proposal is firm until the Commissioners Court selects one Offeror RFP response and authorizes final contract negotiations between the parties (Award Date). On or after the Award Date, an Authorized Officer may withdraw its RFP proposal by written request to the Purchasing Agent. Such withdrawal shall be final upon receipt by the Purchasing Agent. If contract negotiations fail with the selected Offeror, the County shall not re-consider withdrawn RFP proposals for the award. If an Offeror does not withdraw its proposal, its RFP response will remain in effect until a final contract is executed or the solicitation is canceled.

One hard copy of the Offeror's Response to the Request for Proposal, with an original signature of an Authorize Officer, and six (6) electronic format copies (such as read-only CD or DVD and responses in Microsoft Word or Microsoft Excel) must be delivered to:

County of El Paso  
Purchasing Agent  
Room 300, County Administrative Annex  
800 E. Overland  
El Paso, Texas 79901  
Telephone (915) 546-2048

Each proposal shall include the information as further described in this RFP, particularly the information required under Section V. Information Required from Vendors in Proposals

**E. QUESTIONS, CHANGES, AND ADDENDA**

If any Proposer is in doubt as to the meaning of any part of this RFP or otherwise believes that additional clarification or information is necessary in order for the Offeror to provide its proposal, a written request for clarification should be submitted to the Purchasing Agent no later than March 1, 2012.



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

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

**F. DISPOSITION OF PROPOSALS; TEXAS PUBLIC INFORMATION ACT**

All materials submitted in response to this RFP will become the property of the County of El Paso. As a political subdivision of the State of Texas, the County is governed by the Texas Public Information Act, Chapter 552, Texas Government Code.

If the Offeror considers any section or part of their proposal to contain confidential or proprietary information, such section or part shall be clearly marked and identified. In the event the County receives a request under the Public Information Act for Confidential Information as identified by Offeror, the County shall promptly notify the Offeror. It is expressly agreed that the County may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that County, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that County, its officers and employees shall have no liability to Offeror for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this RFP shall require County or Offeror to violate the terms of the Public Information Act.

**G. COST INCURRED IN RESPONDING**

The County of El Paso shall not pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**H. LAWS AND REGULATIONS**

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

**SECTION II**  
**SERVICE REQUIREMENTS INFORMATION**  
**FOR VENDORS: SCOPE OF WORK:**

**A. FINANCIAL PLANNING**

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

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

favorable time.

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

**B. DEBT MANAGEMENT AND FINANCIAL IMPLEMENTATION**

1. **General services:** At the direction of Issuer, FA shall:
  - a. Assist in the planning and structuring of bond issues;
  - b. Assess current market conditions;
  - c. Identify and analyze key issues associated with a pending bond sale;
  - d. Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds or other debt policies as requested;
  - e. Assist in the procurement and negotiation of credit support mechanisms as needed;

- f. Attend various working groups, County and other appropriate meetings and provide recommendations, as appropriate;
  - g. Assist in evaluating and reevaluating existing proposals as they relate to bond sale documents;
  - h. Analyze the market conditions prior to, during and subsequent to the sale of bonds. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit; and,
  - i. Undertake assignments regarding bond financing including, but not limited to, budget, tax, cash management issues and related aspects of the County's financial management programs and their development.
2. **Method of Sale.** Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
- a. If the Debt Instruments are to be sold by an advertised competitive sale, FA will:
    - 1. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
    - 2. Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
    - 3. Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
    - 4. Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
  - b. If the Debt Instruments are to be sold by negotiated sale, FA will:
    - 1. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
    - 2. To the extent requested by the County, assist in recommendations for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

3. Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FA will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FA.
  4. Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.
  5. Advise the Issuer as to the fairness of the price offered by the underwriters.
3. **Offering Documents.** Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FA shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FA shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.
  4. **Credit Ratings.** Act as liaison with the rating agencies in conjunction with the County, providing information as needed. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FA will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer, and all required follow-up.
  5. **Trustee, Paying Agent, Registrar.** Upon request of the Issuer, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

6. **Financial Publications.** When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
7. **Consultants.** After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
8. **Auditors.** In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
9. **Issuer Meetings.** Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FA may be of assistance or service and the subject of financing is to be discussed.
10. **Printing.** Upon request of the Issuer, solicit bids from financial printers for the sale of bonds on behalf of the County, analyze the responses and provide a recommendation; To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
11. **Bond Counsel and Financing Team.** Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Assist in the selection of professionals and financing team members, as necessary, including the selection of underwriters, if asked to do so.
12. **Changes in Laws.** Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FA becomes aware in the ordinary course of its business, it being understood that FA does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
13. **Delivery of Debt Instruments.** As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
14. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## SECTION III

### OTHER AVAILABLE SERVICES

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

**SECTION IV  
BILLING/PAYMENT**

- A.** Fees due to the Financial Advisor for services provided, together with any other fees as may have been mutually agreed upon and all expenses, for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser. **IN THE EVENT THAT THE COUNTY DOES NOT ISSUE DEBT INSTRUMENTS, OR A CALLED BOND ELECTION FAILS, THEN THE FEE DUE FINANCIAL ADVISOR SHALL BE NOTHING.**
- B.** In order to be paid at closing, the Financial Advisor must submit actual invoices for all services related to the issuance of debt instruments verification and authorization of claims paid by Commissioners Court in a timely manner in advance of closing. All proceeds from bond or other debt instrument sales shall be deposited with the County of El Paso.
- C.** Offeror shall agree to submit to the County's examination of any financial and performance records related to the services provided to the County under the contract.
- D.** Offeror shall agree to abide by the reimbursement rates set by the County Travel Policy as to lodging, transportation, and per diem. The policy may be found at the County website <http://www.epcounty.com/auditor/>

**SECTION V  
INFORMATION REQUIRED  
FROM VENDORS IN PROPOSALS**

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

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



1. **Letter of Transmittal.** Each proposal should be accompanied by a letter of transmittal not exceeding two pages which summarizes key points of the proposal and which is signed by an Authorized Officer of the Firm who is responsible for committing the firm's resources.
  
2. **Basic Information Requirements.** Provide the following:
  - a. Name of the firm making the proposal; name of firm principals. Name of firm principal who will be responsible for service provided under this RFP/contract.
  - b. Name and title of individual preparing and responsible for the proposal. This person may be different from the individual signing the transmittal page.
  - c. Mailing Address; if firm has more than one office, identify which office will be principally responsible for service under this RFP/contract.
  - d. Telephone and fax numbers of Offeror; if firm has more than one office, identify the appropriate telephone and fax numbers for the office which will be principally responsible for service under this RFP/contract.
  - e. E-mail address and contact information of firm principal who will be responsible for service provided under this RFP/contract and of the individual preparing and responsible for the proposal.
  - f. Statement that individual signing the proposal has the authority to commit the firm to the terms proposed.
  - g. Disclosure of the firm's affiliation or relationship with any and all broker-dealers.
  - h. Statement acknowledging that, due to inherent conflicts of interest, the County will not allow the firm selected as Financial Advisor to resign in order to serve as underwriter for the proposed transaction.
  - i. Three references from other public-sector clients, preferably from Texas counties or other counties, clients for whom the firm provided similar services to those proposed in this RFP.
  - j. Amounts and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.

- k. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
- l. Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by federal, state, or local prosecutors, law enforcement or regulatory bodies.
- m. Disclosure of gifts, loans, political contributions, or other financial arrangements, from the Offeror firm, its principals, or associated municipal advisor professionals, to or with members of the El Paso County Commissioners Court, El Paso County Elected Officials or any of its employees or agents for the previous twenty-four (24) months.
- n. Name of Offeror's legal counsel.

3. **Basic Qualifications and Experience.**

- a. Describe your firm's qualifications for this engagement. Please provide a detailed narrative on you firm's qualifications to serve as financial advisor for the County's financing programs. Each of the following issues should be addressed individually.
  - 1. Describe your firm's strengths and analytic capability with respect to providing financial advisory services for the issuance of municipal bonds of the County. Please explain why your strengths and analytic capability are advantageous to the County's financing objectives.
  - 2. Describe your firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist in planning and executing competitive sales; describe your firm's financial advisory experience necessary to assist issuers with either competitive or negotiated sales.
  - 3. Describe your firm's experience with federal and Texas law and debt management practice.
  - 4. Describe your firm's experience with similar financing programs for which you have served as financial advisor to other municipalities. Give dates and length of service. Describe your role in the program and give the name, title and telephone number of persons who may be contacted for reference and further information concerning the services you provided.

5. Describe your firm's familiarity with GFOA's Recommended Practices relating to the selling of bonds and the selection of finance professionals.
- b. What are the factors that you believe the County should emphasize in selecting the financial advisor? Why does your firm best meet the County's financial advisor needs?
  - c. Provide a record of clients and issuances from 2007 to the present. List transactions for Texas clients and provide name of issuers for which you served as financial advisor:
    1. Total number of financings during period.
    2. Total par value of financings during period.
    3. Issue sold as negotiated sale or competitive sale.
    4. Refinancing versus new money.
    5. Any Issuer that terminated a contract with Offeror prior to the end of the contract period.
  - d. Expertise of participating personnel
    1. Who would be the primary management contact from your firm for this engagement?
    2. Who would be the day-to-day contact from your firm for this engagement? What assurances can you provide that the named personnel shall remain the primary advisors, and not be transferred to another account after the contract is awarded?
    3. What other staff from your firm would be assigned to this assignment? What would their roles be in the engagement?
    4. Relevant experience of the individuals to be assigned to the County, and the percentage of time committed for each individual on the account.

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

4. **Approach to the Work and Understanding of County Needs.**
- a. Outline your understanding of the County's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing.
  - b. Describe the steps you would take as Financial Advisor to ensure the bidding process (whether competitive or negotiated) renders the lowest interest cost available on the sale date.
  - c. Describe financing methods and programs that the County does not already utilize that could enhance its offerings and ability to meet the increased demand for infrastructure financing, maintain and improve its A1/AA-credit ratings and preserve its debt issuing capacity.
  - d. Describe changes which could be made to existing financing programs that could enhance the County's offerings and ability to meet the increased demand for infrastructure financing, maintain and improve its A1/AA-credit ratings and preserve its debt issuing capacity.
  - e. Describe any recent statutory changes and/or legislation necessary to accomplish recommendations made for B, C, or D above.
  - f. Describe any customized financial advisory computer analysis services which your firm has provided in the past. Provide information as to the nature of the services and the use of the programs.
  - g. Describe your contacts and relationships with rating agencies, underwriters and bond counsel.
5. **Financial Advisor Fee Proposal.**
- a. Provide the pricing schedule you will use to charge the County for providing services as outlined in Section II and III. Include with your proposal a maximum "not-to-exceed" price for each bond issuance, also provide a separate proposed price structure on small issuances ranging from one hundred and fifty thousand dollars (\$150,000) to ten million dollars (\$10,000,000).
  - b. Please provide a separate quote for competitive general obligation bond issues, Certificates of obligation bond issues and competitive and negotiated revenue bond issues. Also indicate the level of service commiserate with the quoted price.

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

6. **Disclosure Requirements.**

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

**SECTION VI  
CRITERIA FOR PROPOSAL EVALUATIONS**

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

1. **Proposed Contract.** The County intends to select the Financial Advisor and enter into a formal contract with the Financial Advisor as soon as practicable after receipt of vendors' proposals. Attachment 2 herein is the County's proposed Financial Advisor Contract with the contract terms in substantially final form. If Offeror is unable to agree to the contract terms, indicate which terms are at issue, the basis for the disagreement, and the proposed substitution.
2. **Term.** The contract between the selected firm and the County of El Paso for financial advisor services will be for the period of one year beginning on or about May 1, 2012, or as otherwise dictated by the needs of the County, with the County retaining the exclusive option to extend the agreement resulting from this solicitation for four additional one-year periods. Any adjustments in rates in subsequent years will be based on mutual agreement.
3. **Reservation of Rights.**
  - a. The award of a contract shall be at the sole discretion of the County Commissioners Court. The award will be made to the vendor whose proposal is determined to best serve the County,
  - b. The County reserves the right to accept or reject any or all proposals in whole or in part. The County of El Paso further reserves the right to make an award of contract based on the initial proposals submitted; for that reason, the initial proposal should be submitted on the most favorable terms which the Vendor can propose with respect to both price and technical capability. The contents of the proposal of the selected Vendor will become contractual obligation when the award is made.
  - c. The County reserves the right to add similar services or delete services specified in any contract resulting from this procurement if requirements change during the performance of the contract. Prices for services to be added to the contract will be mutually agreed to by the County and the Vendor. A contract modification will be required for any addition or deletion.
4. **Conflicts of Interest.**
  - a. The firm selected as the Financial Advisor will not be allowed to resign in order to serve as underwriter for the proposed transaction.
  - b. Under no circumstance will the County permit a firm to serve as their

Financial Advisor on one transaction and serve as their Underwriter on another transaction.

- c. If the firm awarded the contract to serve as Financial Advisor is also a broker-dealer, the broker-dealer shall be prohibited from serving as a negotiated underwriter for the County as issuer for a Lockout Period from the Award Date continuing until two years after the contract is terminated or expires by its terms.
- d. The firm serving as Financial Advisor shall be prohibited from engaging in activities on behalf of the County that produce a direct or indirect financial gain for the Financial Advisor, other than the agreed-upon compensation, without the County's informed consent.
- e. Disqualification for failure to disclose material information to County.  
An Offeror may be disqualified for failure to disclose material information to the County. "Material information" is defined as of sufficient importance or relevance as to have possible significant influence on the County's choice of Financial Advisor.

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

The following criteria will be used to evaluate proposals received:

- 1. **Understanding the Needs of the County (20%)**- This refers to the Offeror's:
  - a. Understanding the County's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing
  - b. Understanding of the nature and scope of the work involved.
  - c. Accessibility and responsiveness; ability to meet the schedules and deadlines of the financing projects.
  - d. Prior experience with the Texas counties; familiarity with El Paso County.
- 2. **Offeror's Qualifications (35%)** - This criterion includes the ability of the Offeror to: Meet the terms of the RFP, and any special considerations, which the Offeror feels may increase its ability to perform the Contract.
  - a. Expertise; superior capability to perform the services required.
  - b. Quality of performance; professional qualifications of the key personnel assigned relevant to the work to be performed.

- c. Experience, within the last 5 years, in similar financing projects
  - d. Reputation; ethical standards, disciplinary history – such as judgments and sanctions.
3. **Soundness of Approach (15%)** - Emphasis here is on the techniques for providing the services requested, and on the Offeror's capability to deliver the desired services on schedule. Special emphasis should be placed on responding to questions asked by the County in this solicitation, and on outlining problems that may be encountered and offering solutions to those problems.
  4. **Reasonableness of Costs (20%)** – Cost and efficiency of approach. Efficiency and economy are very important to the County. This area will not necessarily be the primary deciding factor in the selection process.
  5. **Completeness/Responsiveness of Application (10%)**. The RFP response will be evaluated on the responsiveness, clarity, and completeness of the response. In particular, answers directing the County to a website as an answer without additional information are deemed non-responsive.



**COUNTY OF EL PASO, TEXAS  
CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORK PLACE  
REQUIREMENTS; FEDERAL DEBT STATUS, AND NON DISCRIMINATION  
STATUS AND IMPLEMENTING REGULATIONS**

**Instructions for the certifications**

**A. 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.

**B. 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;

1. 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,
2. 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;

3. 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.

**C. 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

1. 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 of default; and
2. 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.

**D. DRUG-FREE WORKPLACE**

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

1. The applicant certifies that it will or will continue to provide a drug free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. Establishing an on-going drug free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The applicant's policy of maintaining a drug free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (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, 800 East Overland, 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).

**E. 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.

**F. 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. 1811 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 et 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 complies with the above certifications.

Business Name:

\_\_\_\_\_  
Name of Authorized Representative:

\_\_\_\_\_  
Title of Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AFFIDAVIT

THE STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge. All terms not otherwise defined herein are as defined in FORM MA-T Municipal Advisor Temporary Registration Form of the U.S. Securities and Exchange Commission, OMB Number: 3235-0659 (available at www.sec.gov).

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

Further Affiant sayeth not.

\_\_\_\_\_  
Affiant

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

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

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, (Name), \_\_\_\_\_ (Title) on behalf of \_\_\_\_\_ (Company).

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

## **ATTACHMENT 2**

### **FINANCIAL ADVISORY SERVICES AGREEMENT**

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between El Paso County, Texas ("Issuer" or "County") and \_\_\_\_\_. ("Financial Advisor" or "FA") effective as of \_\_\_\_, 2012.

#### **WITNESSETH:**

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

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

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

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

## SECTION I DESCRIPTION OF SERVICES

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

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

interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. **Elections.** In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FA will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys (“Bond Counsel”) retained by the Issuer.

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

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

**D. Debt Management and Financial Implementation.**

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

- j. Assist in the planning and structuring of bond issues;
- k. Assess current market conditions;
- l. Identify and analyze key issues associated with a pending bond sale;
- m. Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds or other debt policies as requested;
- n. Assist in the procurement and negotiation of credit support mechanisms as needed;



- o. Attend various working groups, County and other appropriate meetings and provide recommendations, as appropriate;
- p. Assist in evaluating and reevaluating existing proposals as they relate to bond sale documents;
- q. Analyze the market conditions prior to, during and subsequent to the sale of bonds. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit; and,
- r. Undertake assignments regarding bond financing including, but not limited to, budget, tax, cash management issues and related aspects of the County's financial management programs and their development.

2. **Method of Sale.** Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

c. If the Debt Instruments are to be sold by an advertised competitive sale, FA will:

- 5. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
- 6. Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
- 7. Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
- 8. Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

d. If the Debt Instruments are to be sold by negotiated sale, FA will:

- 6. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
- 7. To the extent requested by the County, assist in recommendations for Issuer's final approval and acceptance one or more investment banking firms as managers of an

underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

8. Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FA will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FA.
  9. Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.
  10. Advise the Issuer as to the fairness of the price offered by the underwriters.
3. **Offering Documents.** Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FA shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FA shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.
  4. **Credit Ratings.** Act as liaison with the rating agencies in conjunction with the County, providing information as needed. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FA will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer, and all required follow-up.
  5. **Trustee, Paying Agent, Registrar.** Upon request of the Issuer, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements

pertinent to these services and the fees incident thereto.

6. **Financial Publications.** When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
7. **Consultants.** After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
8. **Auditors.** In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
9. **Issuer Meetings.** Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FA may be of assistance or service and the subject of financing is to be discussed.
10. **Printing.** Upon request of the Issuer, solicit bids from financial printers for the sale of bonds on behalf of the County, analyze the responses and provide a recommendation; To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
11. **Bond Counsel and Financing Team.** Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Assist in the selection of professionals and financing team members, as necessary, including the selection of underwriters, if asked to do so by the Issuer.
12. **Changes in Laws.** Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FA becomes aware in the ordinary course of its business, it being understood that FA does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
13. **Delivery of Debt Instruments.** As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

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

## SECTION II OTHER AVAILABLE SERVICES

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

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

**SECTION III**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of \_\_\_\_\_1, 2012, regardless of its date of execution, and, shall remain in effect thereafter for a period of one year from such date, unless terminated by either party pursuant to Section IV of this Agreement. Unless FA or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the second anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for a maximum of five (5) successive one (1) year periods unless this Agreement is earlier terminated as provided in Section IV.

**SECTION IV**  
**TERMINATION**

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

**SECTION V**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

- A. Fees due to the Financial Advisor for services provided, together with any other fees as may have been mutually agreed upon and all expenses, for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser. **IN THE EVENT THAT THE COUNTY DOES NOT ISSUE DEBT INSTRUMENTS, OR A CALLED BOND ELECTION FAILS, THEN THE FEE DUE FINANCIAL ADVISOR SHALL BE NOTHING.**
- B. In order to be paid at closing, the Financial Advisor must submit actual invoices for all services related to the issuance of debt instruments verification and authorization of claims paid by Commissioners Court in a timely manner in advance of closing. All proceeds from bond or other debt instrument sales shall be deposited with the County of El Paso.
- C. Offeror shall agree to submit to the County's examination of any financial and performance records related to the services provided to the County under the contract.
- D. Offeror shall agree to abide by the reimbursement rates set by the County Travel Policy as to lodging, transportation, and per diem. The policy may be found at the County website <http://www.epcounty.com/auditor/>

**SECTION VI  
MISCELLANEOUS**

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

[SIGNATURES]

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

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

##### A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or



contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

- (3) Abide by the terms of the statement; and
- (4) 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.

# **COUNTY OF EL PASO PURCHASING DEPARTMENT**

MDR Building, 800 E. Overland  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
ELVIA CONTRERAS, FORMAL BID BUYER

## **PROPOSAL CONDITIONS**

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the proposal.

1. BY SUBMITTING A PROPOSAL, EACH PROPOSER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of proposer. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashier's check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on delivery of goods or services. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).

14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL PROPOSER 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. ANY 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.
18. “Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County’s Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER’S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

**NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

# Health Insurance Benefits Provided By Proposer

## Consideration of Health Insurance Benefits\*

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

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

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

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**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

**THIS PAGE MUST BE INCLUDED WITH PROPOSAL**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



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

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RE: RFP #12-017, Financial Advisor for the County of El Paso

Dear Vendor:

As of January 1, 2006, 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. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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

County Officers: County Judge Veronica Escobar  
Commissioner Anna Perez  
Commissioner Sergio Lewis  
Commissioner Willie Gandara, Jr.  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Lucy Balderama, Inventory Bid Technician  
Wallace Hardgrove, Budget & Financial Manager  
James Utterback, Supervisor, County Auditors  
Cygne Nemir, Asst. County Attorney  
Fernando Flores, Comptroller, El Paso Community College  
Angela Brinkley, Accountant, County Tax Office

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

## COUNTY OF EL PASO PURCHASING DEPARTMENT

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PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
ELVIA CONTRERAS, FORMAL BID BUYER

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-8180

### **Instructions: Conflict of Interest Form (CIQ)**

- *Please complete CIQ Form whether or not a conflict exists.*
- **Box #1** All Vendors Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer *yes* to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 the attention of the County Clerk's office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at [www.epcounty.com](http://www.epcounty.com), click on public records, click on to [Official Public Records](#) - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 7 to 15 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Elvia Contreras or Lucy Balderama at 915-546-2048



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## OFFICE USE ONLY

Date Received

RFP # 12-017

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

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**Tex. Local Gov't Code § 176.006 (2005)**

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

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

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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**Tex. Local Gov't Code § 176.001 (2005)**

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

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

**FINANCIAL ADVISOR FOR THE COUNTY OF EL PASO**  
**RFP #12-017**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, March 14, 2012. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Proposal Schedule?

\_\_\_\_\_ 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?

\_\_\_\_\_ Did you sign the “Consideration of Insurance Benefits” form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not

\_\_\_\_\_ If your bid totals more than \$100,000, did you include a bid bond?

\_\_\_\_\_ Did you complete the mandatory ethics training course and include a confirmation print as indicated in page 2?

\_\_\_\_\_ Did you complete the required Affidavit regarding Disclosure?

\_\_\_\_\_ Did you attach your Municipal Advisor Temporary Registration Form?

\_\_\_\_\_ Did you provide one original and six (6) electronic format copies?

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