

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

#### **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., Tuesday, August 26, 2014 to be opened at the County Purchasing Office the same date for Professional Auditing Services

Proposals must be in a sealed envelope and marked:
"Proposals to be opened Tuesday, August 26, 2014
Professional Auditing Services
RFP Number 14-039"

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: <a href="mailto:bidquestions@epcounty.com">bidquestions@epcounty.com</a> before Friday, August 15, 2014, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: <a href="https://www.epcounty.com">www.epcounty.com</a>; Bids and more.

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

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

**KENNIE DOWNING**Purchasing Agent

## El Paso County Code of Ethics Training Affidavit

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

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

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

#### What is a vendor:

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

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

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

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

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

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

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

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases. \_\_\_\_\_am an officer, principal, or individual (Full Name) authorized to bind the company, known as (Company name) By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award. Name Title Company Name Address\_\_\_\_\_ Signature

Date



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

FAX: (915) 546-8180

#### Memorandum

To: All Vendors

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

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

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

#### **EL PASO COUNTY SIGNATURE PAGE**

# Description – RFP # 14-039 Professional Auditing Services

Vendor must meet or exceed specifications

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

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Company	Mailing Address
Federal Tax Identification No.	City, State, Zip Code
DUNS Number (Applicable to Grant Funded	
Project)	
Representative Name & Title	Telephone Number include area code
Signature	Fax Number include area code
0.9.10.0	. ax . ramber medded diod oddo
Date	Email Address

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

# **Professional Auditing Services**

RFP #14-039



Opening Date Tuesday, August 26, 2014

#### **TABLE OF CONTENTS**

#### I. INTRODUCTION

- A. General Information
- B. Term of Engagement

#### II. NATURE OF SERVICES REQUIRED

- A. General
- B. Scope of Work to be Performed
- C. Auditing Standards to be Followed
- D. Reports to be Issued
- E. Special Considerations
- F. Working Paper Retention and Access to Working Papers

#### III. DESCRIPTION OF THE GOVERNMENT

- A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices
- B. Background Information
- C. Fund Structure
- D. Budgetary Basis of Accounting
- E. Federal and State Financial Assistance
- F. Component Units
- G. Magnitude of Finance Operations
- H. Computer Systems
- I. Internal Audit Function
- J. Availability of Prior Reports and Working Papers

#### IV. TIME REQUIREMENTS

- A. Proposal Calendar
- B. Notification and Contract Dates

- C. Date Audit May Commence
- D. Schedule for the Fiscal Year Audit
  - 1. Interim Work
  - 2. Detailed Audit Plan
  - 3. Fieldwork
  - 4. Draft Reports
- E. Entrance Conferences, Progress Reporting and Exit Conferences
- F. Date Final Report is Due

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

- A. Finance Department and Clerical Assistance
- B. Internal Audit Staff Assistance
- C. Electronic Data Processing (EDP) Assistance
- D. Statements and Schedules Preparation
- E. Work Area, Telephone, Photocopying and FAX Machines
- F. Report Preparation

#### VI. PROPOSAL REQUIREMENTS

- A. General Requirements
  - 1. Inquiries or questions due on or before Friday, August 15, 2014, at 12:00 p.m.
  - 2. Submission of Proposals due on or before Friday, August 26, 2014 at 2:00 p.m.
- B. Technical Proposal
  - 1. General Requirements
  - 2. Independence
  - 3. License to Practice in Texas
  - 4. Firm Qualifications and Experience
  - 5. Partner, Supervisory and Staff Qualifications and Experience

- 6. Prior Engagements with the County of El Paso
- 7. Similar Engagements with Other Government Entities
- 8. Specific Audit Approach
- 9. Identification of Anticipated Potential Audit Problems
- 10. Report Format
- C. Sealed Dollar Cost Bid
  - 1. Total All-Inclusive Maximum Price
  - 2. Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for Each
  - 3. Out-of-pocket Expenses in the Total All-inclusive Maximum Price and Reimbursement Rates
  - 4. Rates for Additional Professional Services
  - 5. Manner of Payment

#### VII. EVALUATION PROCEDURES

- A. Evaluation Committee
- B. Review of Proposals
- C. Evaluation Criteria
  - 1. Mandatory Elements
  - 2. Technical Qualifications
  - 3. Price
- D. Oral Presentations (if requested by Evaluation Committee)
- E. Final Selection
- F. Right to Reject Proposals

#### **APPENDICES**

- A. Findings from Recent External Audits
- B. Organizational Chart
- C. List of Key Personnel, Office Locations and Telephone Numbers

- D. List of Federal and State Financial Assistance
- E. Proposer Guarantees
- F. Proposer Warranties
- G. Format for Schedule of Professional Fees and Expenses to Support the Total All-inclusive Maximum Price

# COUNTY OF EL PASO, TEXAS REQUEST FOR PROPOSALS

#### I. INTRODUCTION

#### A. General Information

The COUNTY OF EL PASO, TEXAS is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2014 with the option of auditing its financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with (1) generally accepted auditing standards, (2) the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards (2011), (3) the pro-visions of the Federal Single Audit Act and Amendments of 1996, (4) U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, State of Texas Single Audit Circular, as well as the requirements of (5) Government Code, Title 10, § 2256.023 (d).

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

Any inquiries or questions concerning the request for proposals should be addressed in writing to the County Purchasing Agent by **Friday**, **August 15**, **2014 at 12:00 (noon)**. Any additional information available on our website at <a href="www.epcounty.com">www.epcounty.com</a> click on bids & more to RFP # 14-039.

To be considered, one (1) original and five (5) copies of a proposal must be received by the Purchasing Department at 800 E. Overland Room 300 by **2:00 p.m. on Tuesday, August 26, 2014.** The County of El Paso reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a five (5) member Evaluation and Selection Committee selected by the County Commissioners Court.

During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

It is anticipated the selection of a firm will be completed by September of 2014. Following the notification of the selected firm, it is expected a contract will be executed between both parties by September of 2014.

#### B. Term of Engagement

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

#### II. NATURE OF SERVICES REQUIRED

#### A. General

The County of El Paso is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2014, with the option to audit the County's financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

#### B. Scope of Work to be Performed

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

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

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

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

Proposer shall comply with GASB 68 regulations and all future regulations as directed by the Governmental Accounting Standards Board during the term of the contract, and all future extensions.

#### C. Auditing Standards to be followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing

Standards (2011), the provisions of the Single Audit Act and Amendments of 1996 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and the State of Texas Single Audit Circular, as well as Government Code, Title 10, §2256.023(d).

#### D. Reports to be Issued

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

- 1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- 2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- 3. A report on compliance with applicable laws and regulations.
- 4. An "in-relation-to" report on the schedule of federal financial assistance.
- 5. A report on the internal control structure used in administering federal financial assistance programs.
- 6. A report on compliance with laws and regulations related to major and nonmajor federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.
- 7. A report in accordance with the provisions of the *Government Code*, *Title 10*, §2256.023(d).

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

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

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

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

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

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

#### E. Special Considerations

- 1. The financial statements of R. E. Thomason General Hospital (the District) are included as a discretely presented component unit of the financial statements of the County. It is anticipated that the District's auditor will not be required to provide special assistance to the County's auditors.
- 2. The County will submit its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.
- 3. The County has determined that the Office of National Drug Control Policy under the President will function as the cognizant agency in accordance with the provisions of the Single Audit Act and Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.
- 4. The schedule of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.
- 5. The County has implemented the reporting requirements of all GASB Statements through GASB No. 63.

#### F. Working Paper Retention and Access to Working Papers

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

County of El Paso

U.S. Department of Justice

U.S. General Accounting Office (GAO)

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

Auditors of entities of which the County is a subrecipient of grant funds

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

#### III. DESCRIPTION OF THE GOVERNMENT

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

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

#### B. Background Information

The County serves an area of 1,058 square miles with a population of 827,938 as of September 2013. The County's fiscal year begins on October 1, and ends on September 30.

The County provides the following services to its citizens:

Administration of Justice Public Safety

Health and Welfare

Community Service

Resource Development

Culture and Recreation

**Public Works** 

The County had an annual payroll of about \$161 million covering approximately 2950 employees for the fiscal year ended September 30, 2013.

The County is organized into 80 departments. The accounting and financial reporting functions of the County are centralized.

#### C. Fund Structure

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

	Number of	Number With
	Individual	Legally Adopted
Fund Type	Funds	Annual Budgets
General fund	1	1
Special revenue funds	63	62
Debt service funds	6	6
Capital projects funds	6	6
Enterprise funds	2	0
Internal service fund	2	0
Agency funds	14	0

#### D. Budgetary Basis of Accounting

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

#### E. Federal and State Financial Assistance.

A listing (Appendix D) of federal and state financial assistance received by the County during fiscal year 2013 is attached

A listing (Appendix D) of federal and state financial assistance received by the County during fiscal year 2013 is attached.

#### F. Component Units

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

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

R. E. Thomason General Hospital District With fiscal year end of September 30

The Hospital District's current independent audit firm is BKD.

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

#### G. Magnitude of Finance Operations

The finance department is headed by Mr. Edward A. Dion, County Auditor and consists of 53 full time employees including the county auditor. The principal functions performed and the number of employees assigned to each are as follows:

Function	Number of Employees
Administration	7
Accounts Payable	12
Budget	6
Grants	9
Internal Audit	9
Payroll	3
Cash and Investments	3
Treasury	4
Business Applications Support	1
West Tx Community Supervision	3

#### H. Computer Systems

Types of Equipment	Number	Make of Equipment	Networked?
Enterprise Server	1	IBM 2003 Model 205	Yes
		(OS/390	

#### Software

Make	Vendor	Major Applications
Release level 4.2	COGDALE	FAMIS, BPREP, FAACS
Release level 4.5	COGDALE	ADPICS
Release level 9.55	<b>INTEGRAL</b>	Payroll and HRMS
Release level 4.3	KRONOS	Time and Attendance

The County of El Paso will be implementing a new ERP System with January 1, 2015 as the projected target date for the financial system module and June 1, 2015 for the Payroll/Human Resources module.

#### I. Internal Audit Function

The County has maintained an internal audit function for the past 34 years. The internal audit function reports to the County Auditor and is staffed by 9 employees. All members of the internal audit staff hold a BBA degree.

#### IV. TIME REQUIREMENT'S

#### A. Proposal Calendar

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

Deadline for questions/inquires Friday, August 15, 2014 at 12:00 noon

Due date for proposals Tuesday, August 26, 2014 at 2:00 p.m.

#### B. Notification and Contract Dates

Selected firm notified September of 2014

Contract date September of 2014

C. Date Audit May Commence September of 2014

The County will have all records ready for preliminary audit and all management personnel available to meet with the firm's personnel as of September of 2014.

D. Schedule for the 2014 Fiscal Year Audit (A similar schedule will be developed for audits of future fiscal years if the County exercises its option for additional audits.)

The auditor shall complete each of the following no later than the dates indicated.

#### 1. Detailed Audit Plan

The auditor shall provide the County by August 18 both a detailed audit plan and a list of all schedules to be prepared by the County Auditor.

#### 2. Interim Work

The auditor shall complete all interim work by December 19.

#### 3. Fieldwork

The auditor shall complete all fieldwork by January 31, 2015.

#### 4. Draft Reports

The auditor shall have drafts of the audit report and recommendations to management available for review by the County Auditor by February 20, 2015.

E. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years if the County exercises its option for additional audits.)

At a minimum, the following conferences should be held: Entrance conference with County Auditor

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

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

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

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

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

- The purpose of this meeting will be to discuss the year-end work to be performed. Exit conference with County and department heads of key offices or programs.
- The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

#### F. Date Final Report is Due

The County Auditor shall prepare draft financial statements, notes, all required supplementary schedules and statistical data by January 16, 2015.

The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor by February 20, 2015. A revised report, including draft auditor's reports shall be delivered to the County Auditor by February 27, 2015.

The County Auditor will complete the review of the draft report as expeditiously as possible. It is not expected that this process should exceed two weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the County Commissioners Court within five (5) working days. It is anticipated that this process will be completed and the final report delivered by March 6, 2015.

The final report and six (6) signed copies should be delivered to the County Commissioners Court.

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

#### A. Finance Department and Clerical Assistance

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

#### B. Internal Audit Staff Assistance

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

- C. Electronic Data Processing (EDP) Assistance EDP personnel will also be available to provide systems documentation and explanations.
- D. Statements and Schedules to be prepared by the staff of the County Auditor's Office

The staff of the County Auditor will prepare draft statements and schedules for the auditor by January 16, 2015.

- E. Work Area, Telephones, Photocopying and FAX Machines
  The County will provide the auditor with reasonable workspace, desks and
  chairs. The auditor will also be provided with access to telephone lines,
  photocopying facilities and FAX machines.
- F. Report preparation, editing and printing shall be the responsibility of the auditor. The auditor shall provide the County with 60 copies of the compliance reports.

#### VI. PROPOSAL REQUIREMENTS

- A. General Requirements
  - 1. Inquiries- deadline Friday, August 15, 2014 at 12:00 (noon)
    Inquiries concerning the request for proposals and the subject of the request for proposals must be made in writing to:

BidQuestions@epcounty.com or lbalderama@epcounty.com

Lucy Balderama, Inventory Bid Technician 800 E. Overland Street Room 300 El Paso, Texas 79901 Phone: (915) 546-2048- Fax: (915) 546-8180

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

2. Submission of Proposals

The following material is required to be received on Tuesday, August 26, 2014 at 2:00 p.m. for a proposing firm to be considered:

- a. A master copy (so marked) of a Technical Proposal and five (5) copies to include the following:
  - i. Title Page

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

#### ii. Table of Contents

#### iii. Transmittal Letter

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

#### iv. Detailed Proposal

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

- v. Executed copies of Proposer Guarantees and Proposer Warranties, attached to this request for proposals (Appendix E and Appendix F)
- b. The proposer shall submit an original and six (6) copies of a dollar cost bid in a separate sealed envelope marked

SEALED DOLLAR COST
PROPOSAL
FOR
COUNTY OF EL PASO
FOR
PROFESSIONAL AUDITING SERVICES
RFP # 14-039

c. Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

EL PASO COUNTY PURCHASING DEPARTMENT OFFICES 800 E. OVERLAND STREET, ROOM 300 EL PASO, TEXAS 79901

#### B. Technical Proposal

#### 1. General Requirements

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

# THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The technical proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed dollar cost bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

#### 2. Independence

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

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

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

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

#### 3. License to Practice in Texas

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

#### 4. Firm Qualifications and Experience

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

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable. The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

#### 5. Partner, Supervisory and Staff Qualifications and Experience

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

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

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

#### 6. Prior Engagements with the County

The firm should list separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

#### 7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours.

Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

#### 8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of

this request for proposals. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

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

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the County's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance
- 9. Identification of Anticipated Potential Audit Problems
  The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

#### 10. Report Format

The proposal should include sample formats for required reports.

#### C. Sealed Dollar Cost Bid

#### 1. Total All-inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the County.
- c. A total All-inclusive Maximum Price for the fiscal year 2014 engagement.
- 2. Rates by Partner, Specialist, Supervisory and Staff Level Time Hours Anticipated for each

The second page of the sealed dollar cost bid should include schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix G, part 1), that supports the total all-inclusive maximum price. The cost of special services described in Section II E of this request for proposals should be disclosed as separate components of the total all-inclusive maximum price using the format provided in Appendix G parts 2 and 3.

3. Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by the County for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the sealed dollar cost bid in the format provided in the attachment (Appendix G). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing County rates for its employees.

#### 4. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

#### 5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

#### VII. EVALUATION PROCEDURES

#### A. Evaluation Committee

Proposals submitted will be evaluated by a five member Evaluation and Selection Committee selected by the County Commissioners Court.

#### B. Review of Proposals

The Evaluation and Selection Committee will use a point formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section VII C below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless whether that proposal is selected.

#### C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

#### 1. Mandatory Elements

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

#### 2. Technical Qualifications: (Maximum Points – 50)

- a. Expertise and Experience (Maximum Points -35)
  - (1) The firm's past experience and performance on comparable government engagements
  - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- b. Audit Approach (Maximum Points 15)
  - (1) Adequacy of proposed staffing plan for various segments of the engagement
  - (2) Adequacy of sampling techniques
  - (3) Adequacy of analytical procedures
- 3. Price: (Maximum Points 50)

# COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

#### D. Oral Presentations

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

#### E. Final Selection

The County will select a firm based upon the recommendation of the Evaluation Committee. It is anticipated that a firm will be selected by September of 2014. Following notification of the firm selected, it is expected a contract will be executed between both parties by September of 2014.

#### F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

The County reserves the right without prejudice to reject any or all proposals.

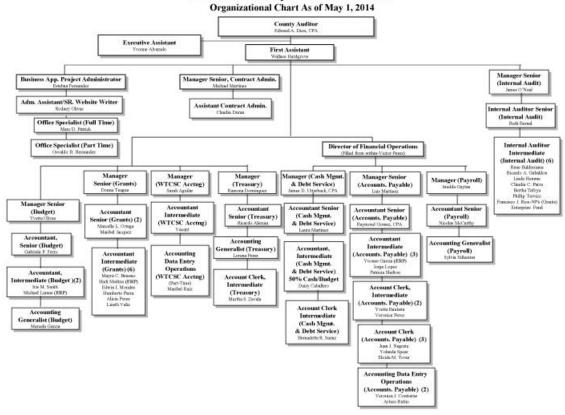
## APPENDIX A

## FINDINGS FROM RECENT EXTERNAL AUDITS

REPORT	FINDING	STATUS/RESOLVED
FY 2013	The County did not procure tire purchases in accordance with the County Purchasing Act.	The County Purchasing staff has been made aware that they must follow procurement law as provided in the Local Government Code Chapter 262.
FY 2012	None	
FY 2011	The County can reasonabley expect to spend more then \$50,000 in aggregate for office supplies; however the Count did not procure these supplies in accordance with the County Pruchasing act or Chapter 791 of the Texas Government Code. Instead, the County made solicitations by requesting a minimum of three(3) informal quotes.	The buyer in charge of office supplies has been trained on the bidding laws defined in the Local Government Code, and we solicited formal bids on office supplies and paper.
FY 2011	The Sheriff's Department did not maintain effective controls over compliance to adequately satisfy federal compliance requirements related to equipment and real property management for this federal award.	The Sheriff's Department along with the County Auditor's Office have put a procedure in place whereby the Sheriff's Office submits copies of all checks to include all supporting documentation to the Accounts Payable Division. Accounts Payable staff reviews the back-up to determine the proper and neccessary classification on the County's financials.
FY 2010	The County did not maintain the required time distribution documentary support for one employee who worked on two Federal programs.	The County Auditor's Office has communicated to all departments with emplyees split amoung more than one grant, the need for employees to submin monthly activity reports.
FY 2009	None	

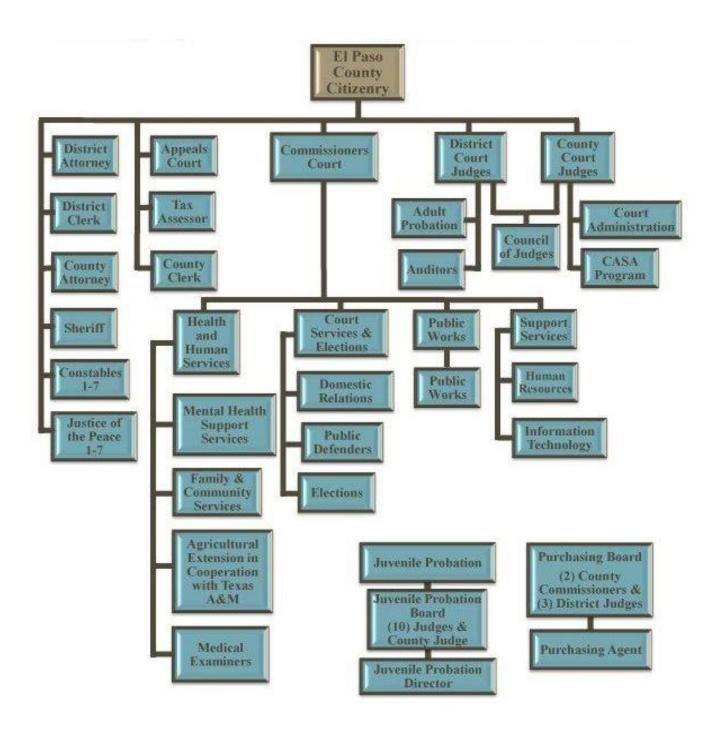
#### **APPENDIX B**

#### El Paso County Auditor's Office



#### APPENDIX B

## County of El Paso, Texas Organizational Chart



#### APPENDIX C LIST OF PRINCIPAL OFFICIALS

#### **Commissioners Court (The Governing Body)**

County Judge Veronica Escobar Commissioner Carlos Leon Commissioner Sergio Lewis Commissioner Vincent Perez Commissioner Patrick Abeln

#### **The Council of Judges**

Local Administrative Judge, 384th Judicial District, Patrick M. Garcia 34th Judicial District, William E. Moody, District Judge 41st Judicial District, Annabell Perez, District Judge 65th Judicial District, Yahara Lisa Gutierrez, District Judge 120th Judicial District, Maria Salas-Mendoza, District Judge 168th Judicial District, Marcos Lizarraga, District Judge 171st Judicial District, Bonnie Rangel, District Judge 205th Judicial District, Kathleen Olivares, District Judge 210th Judicial District, Gonzalo Garcia, District Judge 243rd Judicial District, Luis Aguilar, District Judge 327th Judicial District, Linda Y. Chew, District Judge 346th Judicial District, Angie Juarez Barill, District Judge 383rd Judicial District, Mike Herrera, District Judge 388th Judicial District, Laura Strathmann, District Judge 409th Judicial District, Sam Medrano, Jr., District Judge 448th Judicial District, Sergio Enriquez, District Judge Associate CPS Court, Oscar Gabaldon, Associate Judge Associate Family Court 1, Gary Allen Aboud, Associate Judge Associate Family Court 2, Kathleen Anderson, Associate Judge Associate Family Court 4, Jesus Rodriguez, Associate Judge County Court at Law Number 1, Ricardo Herrera, Judge County Court at Law Number 2, Julie Gonzalez, Judge County Court at Law Number 3, Javier Alvarez, Judge County Court at Law Number 4, Alejandro Gonzalez, Judge County Court at Law Number 5, Carlos Villa, Judge County Court at Law Number 6, Sue Kurita, Judge County Court at Law Number 7, Thomas A. Spieczny, Judge County Criminal Court 1, Alma Trejo, Judge County Criminal Court 2, Robert Anchondo, Judge County Criminal Court 3, Carlos Carrasco, Judge County Criminal Court 4, Jesus R. Herrera, Judge County Criminal District Court No. 1, Diane Navarette, Judge County Probate Court No. 1, Patricia B. Chew, Judge County Probate Court No. 2, Eduardo A. Gamboa, Judge Juvenile Court Referee 1, Richard L. Ainsa, Judge Juvenile Court Referee 2, Maria T. Leyva-Ligon, Judge Magistrate I, James T. Carter, Judge

#### **Other Principal Officials**

County Attorney, Jo Anne Bernal
County Auditor, Edward A. Dion
County Clerk, Delia Briones
County Purchasing Agent, Kennie Downing
County Sheriff, Richard Wiles
County Tax Assessor and Collector, Victor A. Flores
District Attorney, Jaime E. Esparza
District Clerk, Norma Favela
Human Resources Director, Betsy C. Keller
Public Defender, M. Clara Hernandez

## APPENDIX D Year Ended September 30, 2013

	Federal Federal			State	
Federal Grantor/Pass-Through	CFDA	Pass-Through	Expenditures		Expenditures
Grantor/ Program Title	Number	Grantor's Number	20	)12-2013	2012-2013
Federal Expenditures					
U. S. Department of Agriculture					
Rural Development	10.760	49-071-0763-03-10	\$	25,366	
# Schuman Water Project Mayfair/Nuway Project	10.760	RD Grant	\$	396,371	
Colonia Revolucion Water Project	10.760	RD Grant	\$	19,770	
Total for CFDA 10.760	10.700	TO CIUM	\$	441,507	\$ -
				es construir de la construir d	
*Texas Department of Health and Human Services					
National School Lunch Program	10.555	TX-071215	\$	152,228	
*TDHS - Commodities Distribution					
El Paso County Juvenile Probation (non-cash)	10.565	071-050-A4	\$	4,153	
Total U.S. Department of Agriculture			\$	597,888	<b>S</b> -
U. S. Department of Housing and Urban Development	14				
*Office of Rural Affairs within the Texas Department of Agricu		710012	•	27 220	
Colonia Self Help Center	14.228	710013	\$	27,228	
*Texas Department of Housing and Community Affairs					
Emergency Solutions Grant Program	14.231	42110001502	\$	88,520	
Emergency Solutions Grant Program	14,231	42110001302	¥	00,520	
Community Development Block Grants					
*City of El Paso					
Homebound Meals	14.218	12-1039-175	\$	47,770	
Lower Dyer Neighbor Revitalization Strategy Area TVP	14.218	2012-0494	\$	5,252	
Emergency Solutions Grant Program	14.218	2012-0464	\$	159,380	
Emergency Solutions Grant Program	14.218	2012-0474	\$	49,159	
Total for CFDA 14.218			\$	261,561	
Total U.S. Department of Housing and Urban Development			\$	377,309	<b>s</b> -
V. C. D.					
U. S. Department of Justice Bureau of Justice Assistance					
State Criminal Alien Assistance Program (SCAAP)	16.606	2013-AP-BX-0547	\$	304,249	
Bullet Proof Vest Partnership	16.607	2009-BO-BX-09046765	\$	4,667	
Southwest Border Prosecution Initiative	16.755	SWTX0596H0731	\$	5,646	
South the south of			. <del></del>	- ,0 . 0	
Office of Community Oriented Policing Services(COPS)					
Community Policing - COPS in Schools	16.710	2011-CK-WX-0055	\$	17,261	
Community Policing - Technology Grants	16.710	2010-CK-WX-0252	\$	97,947	
Total for CFDA 16.710			\$	115,208	\$ -
Asset Forfeiture Money Laundering Section		marama ace o	•		
El Paso County Metro Criminal Enterprise Unit	16.000	TX07100PO	\$	151,758	
HIDTA Asset Forfeitures	16.000	TX0712000	\$	98,952	
El Paso County Sheriff's Office	16.000	TX0710000	\$	499,499	
Office of Justice Programs					
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0538H	\$	2,184	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0548H	\$	3,158	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0566H	\$	5,953	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0568H	\$	2,460	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0571H	\$	540,649	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0572H	\$	4,150	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0592H	\$	4,088	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0596H	\$	7,399	
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0610H	\$	2,892	

	Federal			Federal	State		
Federal Grantor/Pass-Through	CFDA	Pass-Through	Ex	penditures	Expenditures		
Grantor/ Program Title	Number	Grantor's Number	2	2012-2013	2012-2013		
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0611H	\$	4,980			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0614H	\$	4,947			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0617H	\$	3,247			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0618H	\$	6,947			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0624H	\$	2,940			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0626H	\$	4,698			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0634H	\$	3,676			
Organized Crime Drug Enforcement Task Force	16.000	SW-TXW-0636H	\$	4,831			
Total for CFDA 16.000			\$	1,359,407			
El Paso Juvenile Drug Court Mentoring Project	16.726	2010-DC-BX-0201	\$	113,618			
& Edward Byrne Memorial Justice Assistant Grant	16.738	2005-DJ-BX-0289	\$	5,893			
& Edward Byrne Memorial Justice Assistant Grant	16.738	2010-DJ-BX-1416	\$	44,919			
& Edward Byrne Memorial Justice Assistant Grant	16.738	2011-DJ-BX-3043	\$	55,362			
& Edward Byrne Memorial Justice Assistant Grant	16.738	2011-DJ-BX-0311	\$	176,711			
Total for CFDA 16.738			\$	282,885			
Justice and Mental Health Collaboration Program	16.745	2010-MO-BX-0057	\$	62,045			
Second Chance Act Prisoner Reentry Initiative	16.812	2011-RN-BX-0011	\$	179,060			
*City of El Paso							
& Edward Byrne Memorial Justice Assistant Grant ARRA	16.804	2009-SB-B9-3086	\$	50,949			
*Office of the Governor - Criminal Justice Division							
Juvenile Accountability Incentive Block Grant	16.523	JB-10-J20-13358-14	\$	51,186			
Juvenile Accountability Incentive Block Grant	16.523	JB-10-J20-13358-15	\$	9,108			
409th Juvenile Drug Court	16.523	JB-09-J20-18028-08	\$	66,550			
409th Juvenile Drug Court	16.523	JB-09-J20-18028-08	\$	1,649			
Total for CFDA 16.523			\$	128,493			
Victim Witness Services	16.575	VA-11-V30-13625-14	\$	63,277			
Victim Witness Services	16.575	VA-11-V30-13625-15	\$	4,652			
Victim of Crimes Act	16.575	VA-11-V30-23931-02	\$	16,143			
Victim of Crimes Act	16.575	VA-12-V30-23931-03	\$	39,671			
Victim of Crimes Act	16.575	VA-13-V30-23931-04	\$	4,014			
Total for CFDA 16.575			\$	127,757			
Domestic Violence Unit	16.588	WF-09-V30-13437-15	\$	109,240			
Domestic Violence Unit	16.588	WF-09-V30-13437-15	\$	7,774			
Protective Order Court	16.588	WF-12-V30-24316-03	\$	135,622			
Protective Order Court	16.588	WF-13-V30-24316-04	\$	5,533			
Total for CFDA 16.588			\$	258,169			
& DWI Court	16.738	DJ-10-A10-18692-06	\$	121,105			
& Border Crime Initiative	16.738	DJ-11-A10-19860-06	\$	1,491,889			
& 384th Drug Court Program	16.738	DJ-11-A10-16921-10	\$	108,016			
& El Paso County Vertrans Court	16.738	DJ-11-A10-25831-01	\$	147,645			
Total for CFDA 16.738	opposition of the company		\$	1,868,655			
Total U. S. Department of Justice			\$	4,860,808	s -		
U. S. Department of Transportation							
Federal Transit Administration							
*Texas Department of Transportation			-				
Van Pool	20.205	CSJ#0924-03-366	\$	262,513			
Van Pool	20.205	CSJ#0924-06-376	\$	207,109			
Secure Border Trade Demo Project	20.205	CSJ#0914-06-292	\$	771,510			

	Federal			Federal	State
Federal Grantor/Pass-Through	CFDA	Pass-Through		<b>xpenditures</b>	Expenditures
Grantor/ Program Title	Number	Grantor's Number		2012-2013	2012-2013
Total for CFDA 20,205			\$	1,241,132	
Rural Transit Assistance Program	20.509	51024F7192	\$	106,141	
Rural Transit Assistance Program	20.509	51124F7215	\$	338,810	
Rural Transit Assistance Program	20.509	51024F7192	\$	337,469	¥.
Rural Transit Assistance Program	20.509	51324F7186	\$	4,644	
Total for CFDA 20.509			\$	787,064	
Dialysis Transportation Study	20.515	51224F7131	\$	62,998	
Regional Public Transportation Plan	20.515	51324F7076	\$	83,998	
Regional Public Transportation Plan	20.515	51424F7075	\$	3,141	
Total for CFDA 20.515			\$	150,137	
El Paso County, Texas and Eastern New Mexico	20.516	51124F7110	\$	290,880	
El Paso County, Texas and Eastern New Mexico	20.516	51124F7215	\$	96,960	
Total for CFDA 20.516	20.010		\$	387,840	
Total for CFDA 20.510			•	507,010	
National Highway Traffic Safety Administration					
*Texas Department of Transportation	20.000	IDM 00001	•	/100	
@ STEP-Impaired Driving Mobilization Project 2012	20.600	IDM-00003	\$	(198)	
STEP-Impaired Driving Mobilization Project 2013	20.600	1DM-00014	\$	45,663	
STEP-Impaired Driving Mobilization Project 2013	20.600	S-1YG-0031	\$	43,731	
STEP-Impaired Driving Mobilization Project 2013	20.600	S-1YG-0082	\$	28,418	
Click it or Ticket	20.600	13 El Paso CO-CIOT-0006	\$	7,713	
Click it or Ticket	20.600	13 El Paso CO-CIOT-0011	\$	2,987	
Total for CFDA 20.600				128,314	
Total U.S. Department of Transportation			\$	2,694,487	<b>s</b> -
U.S. Department of Energy					
Geothermal Project ARRA	81.087	DE-EE0002827	\$	2,115,206	
Total U.S. Department of Energy			\$	2,115,206	s -
U.S. Election Assistance Commission					
*Texas Office of the Secretary of State					
General HAVA Compliance	90.401	78546	\$	547,250	\$ 60,805
Total U.S. Election Assistance Commission			S	547,250	\$ 60,805
U.S. Department of Health and Human Services					
*Texas Department of Health and Human Services					
Social Services Block Grant-Home Delivered Meals	93.667	000173100	\$	902,345	
*Texas Department of Family and Protective Services	93.658	23940331	\$	160,605	
Promoting Safe and Stable Families -Child Protective	93.038	23940331	Φ	100,003	
*Texas Juvenile Probation Commission				10.442	
#Title IV-E	93.658	TJPC-E071	\$	48,663	
*Texas Department of Aging and Disability Services				_ 8 8	
**Title III C1 -Congregate Meals	93.045	2012-0444	\$	518,549	
**Title III C2 - Homebound Meals	93.045	001004302	\$	163,101	
**Participant Assessment	93.045	001004302	\$	3,733	
Total for CFDA 93.045			\$	685,383	
Administration on Aging					
National Hispanic Council on Aging	93.048	90AM2906/02	\$	228	
*Rio Grande Council of Governments					
**Congregate Meals	93.053	539-08-0218-00001	\$	247,962	
comment William William 2000 Comment					

	Federal			Federal		State	
Federal Grantor/Pass-Through	CFDA	Pass-Through		ependitures	Expenditures		
Grantor/ Program Title	Number	Grantor's Number	2	2012-2013	20	12-2013	
*Texas Attorney General							
Child Support Enforcement	93.563	AG TITLE IV -D	\$	604,839			
Child Support Probation Cases	93.563	10-C0024	\$	85,562			
OAG Cases Redirected	93.563	00-08002	\$	10			
State Case Registry Services	93.563	13-C0028	\$	31,531			
Integrated Child Support System	93.563	13-C0016	\$	40,500			
Total for CFDA 93.563			\$	762,441			
Access and Visitation Grant	93.597	11-C0110	\$	55,006			
Access and Visitation Grant	93.597	13-C0107	\$	1,995			
Total for CFDA 93.597			\$	57,001			
Total U.S. Department of Health and Human Services			\$	2,864,629	\$	-	
Executive Office of the President							
Office of National Drug Control Policy (ONDCP)							
34th Judicial Dist. Prosecution Initiative	95.001	G11SW0003A	\$	6,217			
34th Judicial Dist. Prosecution Initiative	95.001	G12SW0003A	\$	459,624			
34th Judicial Dist. Prosecution Initiative	95.001	G13SW0003A	\$	122,259			
Multiple Initiatives	95.001	G10SW0001A	\$	18,791			
Multiple Initiatives	95.001	G11SW0001A	\$	502,727			
Multiple Initiatives	95.001	G12SW0001A	\$	2,723,913			
Multiple Initiatives	95.001	G13SW0001B	\$	141,260			
Total Executive Office of the President			s	3,974,791	S	=17	
U. S. Social Security Administration							
Social Security Incentive Payment	96.008	20100901	\$	58,400			
Total U.S. Social Security Administration			S	58,400	\$	•	
U.S. Department of Homeland Security							
Emergency Food and Shelter National Board Program	97.024	803600-014 Phase 30	\$	103,335			
*Texas Department of Public Safety							
% Operation Stonegarden	97.067	2010-SS-T0-0008	\$	300,850			
% Operation Stonegarden	97.067	2011-SS-T0-0019	\$	2,358,356			
Total for CFDA 97.067			\$	2,659,206			
% Homeland Security	97.073	2010-SS-T9-0008	\$	320,197			
% Homeland Security	97.073	EMW-2011-SS-0019	\$	95,945			
% Homeland Security	97.073	EMW-2012-SS-00018-SO1	\$	45,757			
Total for CFDA 97.073			\$	461,899			
Total U.S. Department of Homeland Security			\$	3,224,440	\$	-	
State Expenditures							
Office of the Governor - Criminal Justice Division	0202340				•	140040	
District Attorney's Border Prosecution	N/A	CH-12-A10-22837-02			\$	148,240	
District Attorney's Border Prosecution	N/A	CH-13-A10-22837-03			\$	206,827	
District Attorney's Border Prosecution	N/A	SF-14-A10-22837-04			\$ \$	28,771	
! 384th Drug Court Program	N/A	SF-12-A10-16921-09			\$	(403) 11,180	
384th Drug Court Program	N/A	SF-14-A10-16921-11			\$		
65th Family Drug Court Program	N/A	DC-11-A10-23858-01			\$ \$	(11) 50	
65th Family Drug Court Program	N/A N/A	DC-11-A10-23858-02 DC-11-A10-23858-03			\$	88,094	
65th Family Drug Court Program					\$ \$	5,937	
Criminal History Updates	N/A N/A	SF-12-A10-26127-01 SF-14-A10-18692-07			\$ \$	9,781	
DWI Court					\$ \$	90,245	
Project Hope	N/A N/A	SF-13-J20-25765-01 SF-13-J20-25820-01			\$	52,587	
Teen Intervention	N/A N/A	SF-14-A10-25831-02			\$	6,255	
El Paso County Veterans Court	14/74	DI-14-WIO-73031-07			Ψ	0,233	

Federal Grantor/Pass-Through		Pass-Through	Ex	Federal penditures	State Expenditures	
Grantor/ Program Title	Number	Grantor's Number	2	2012-2013		2012-2013
Local Border Security Program	N/A	LBSP-110001			\$	126,420
Local Border Security Program	N/A	LBSP-12(El Paso)			\$	244,640
Local Border Security Program	N/A	LBSP-13(El Paso)		ar Verticologica	\$	204,490
Total Texas Department of Public Safety			\$		\$	575,550
Texas District Courts-Comptroller Judiciary						
Reimbursement of State Witness	N/A	TX CD Cram Proc 35.27/1	04.003	¥	\$	57,810
DA Apportionment Salaries	N/A	Gov CD Chpt 46.004			\$	22,600
Total Texas District Courts-Comptroller Judiciary			\$		\$	80,410
Texas Department of Criminal Justice						
Reimbursement of Offender Transportation	N/A	Gov CD Chpt 499.125			\$	62,075
Total Texas Department of Criminal Justice			\$	-	\$	62,075
Texas Department of Health and Human Services Commissions						
District Attorney Food stamp Fraud	N/A	OIG 042010A			\$	4,527
Total Texas Department of Health and Human Services Commi	ssions		\$	-	\$	4,527
TOTAL FEDERAL AND STATE FINANCIAL ASSISTAN	CE		\$	21,315,208	\$	7,738,370
Federal Funds Expended			\$	21,315,208		
State Funds Expended			\$	7,738,370		
Total Funds Expended			\$	29,053,578		
Note:						
Special Revenues-Grants Exhibit 4 Total Expenditures			\$	29,326,352		
Plus Funds received through General Fund			\$	2,140,701		
Plus Funds received through Special Revenues			\$	596,668		
Less Federal and State funds Received but not expended			\$	(1,076,567)		
Less Non-Federal or State Funding Sources	~=		\$	(1,933,575)		
TOTAL FEDERAL AND STATE FINANCIAL ASSISTAN	CE		\$	29,053,579		
Revenues						
Special Revenues-Grants Exhibit 4 Total Revenues			\$	29,016,807		
Plus Revenues through General Fund			\$	2,140,701		
Plus Juvenile Probation Commodities			\$	4,153		
Plus Revenues through Special Revenues			\$	596,668		
Less Federal and State funds Received but not expended			\$	(1,076,567)		
Less Non-Federal or State Funding Sources			\$	(1,628,183)		
Adjusted Balance			\$	29,053,579		
* F. J. J. Oct. F. J. B. J.Tl. J. A. J. A.			Φ	U		

<sup>\*</sup> Federal or State Funds Passed-Through Another Agency

<sup>\*\*</sup> Clustered per the June 2013 Compliance Supplement

<sup>&</sup>amp; Clustered per the June 2013 Compliance Supplement

<sup>%</sup> Clustered per the June 2012 Compliance Supplement

<sup>#</sup> Prior Period Adjustment on the General Fund Statements.

<sup>@</sup> STEP-Impaired Driving Mobilization Project 2012 Contract Number IDM-00003 was overstated Fiscal Year 2012 expenditures.

<sup>1 384</sup>th Drug Court Program Contract Number SF-12-A10-16921-09 and 65th Family Drug Court Program Contract Number DC-11-A10-23858-01 reimbursement of overpayment by Office of the Governor, Criminal Justice Division.

^ TJJD Commitment Reduction Program Contract Number TJJD-C-2012-071 reimbursement for overpayment by Blair Foundation that was returned to

<sup>^</sup> TJJD Commitment Reduction Program Contract Number TJJD-C-2012-071 reimbursement for overpayment by Blair Foundation that was returned to Texas Juvnile Justice Department.

<sup>&</sup>gt; TJJD Family Preservation Contract Number TJJD-S-2012-071 expenditures were overreported by \$11,763 and funds were returned to Texas Juvnile Justice Department.

	Federal		Federal		State
Federal Grantor/Pass-Through	CFDA	Pass-Through	Expenditures		penditures
Grantor/ Program Title	Number		2012-2013		012-2013
Sheriff's Criminal Reporting	N/A	SF-13-A10-27341-01		\$	57,875
*Rio Grande Council of Governments	NI/A	CE 06 A10 14305 13		<b>c</b>	170 117
Sheriff's Training Academy	N/A	SF-06-A10-14285-13	•	\$	178,117
Total Office of the Governor-Criminal Justice Division			<b>s</b> -	\$	883,545
Texas Department of Agriculture	1212 911			_	
Home-Delivered Meal Grant Program	N/A	HDM-13-1155		\$	86,320
Total Texas Department of Agriculture		,	s -	S	86,320
Office of the Attorney General					
Sheriff's Crime Victim's Liaison	N/A	13-33038		\$	39,566
Sheriff's Crime Victim's Liaison	N/A	14-42565		\$	2,690
Total Office of the Attorney General			s -	\$	42,256
Texas Department of Transportation					
Border Colonia Access Program	N/A	248BCF5003		\$	749,668
Total Texas Department of Transportation			<b>s</b> -	S	749,668
Texas Comptroller of Public Accounts	92 <b></b>				
Elections Chapter 19	N/A	TX Election CD Chapter 19	)	\$	38,243
Lateral Road Fund Distribution	N/A	94F0001072		\$	31,799
Total Texas Comptroller of Public Accounts			s -	\$	70,042
Texas Department of Housing and Community Affairs					
*City of El Paso				•	200 425
Homeless and Housing Services Program	N/A	13-1039-250		\$	209,427
Texas Department of Housing and Community Affairs			\$ -	\$	209,427
Texas Department of State Health Services					
Texas School Safety Center at Tx State University-San Marcos		a. a. a		•	5 510
Tobacco Enforcement Program FY 2012	N/A	El Paso County Sheriff		\$	5,512
Tobacco Enforcement Program FY 2013	N/A	El Paso County Sheriff	s -	\$ \$	52,800 58,312
Texas Department of State Health Services			3	J	30,312
Texas Task Force on Indigent Defense	N/A	212-12-071		\$	737,851
Public Defender Indigent Defense Public Defender Problem Solving Attorney	N/A N/A	212-13-D06		\$	41,549
Total Texas Task Force on Indigent Defense	N/A	212-13-1000	<b>s</b> -	\$	779,400
Torre Investigation Department					
Texas Juvenile Justice Department TJJD Juvenile Board State Aid	N/A	TJJD-A-2013-071		\$	3,001,387
TJJD Juvenile Board State Aid TJJD Juvenile Board State Aid	N/A N/A	TJJD-A-2014-071		\$	225,716
^ TJJD Commitment Reduction Program	N/A	TJJD-C-2012-071		\$	(2,241)
TJJD Commitment Reduction Program	N/A	TJJD-C-2013-071		\$	444,154
TJJD Commitment Reduction Program	N/A	TJJD-C-2014-071		\$	53,605
TJJD Special Needs Diversionary	N/A	TJJD-M-2013-071		\$	50,359
TJJD Special Needs Diversionary	N/A	TJJD-M-2014-071		\$	11,011
TJJD Mental Health Services	N/A	TJJD-N-2014-071		\$	25,048
TJJD Juvenile Justice Alt. Education	N/A	TJJD-P-2012-071		\$	115,286
TJJD Juvenile Justice Alt. Education	N/A	TJJD-P-2013-071		\$	42,136
> TJJD Family Preservation	N/A	TJJD-S-2012-071		\$	(11,763)
TJJD Family Preservation	N/A	TJJD-S-2013-071		\$	119,085
TJJD Family Preservation	N/A	TJJD-S-2014-071		\$	2,250
Total Texas Juvenile Justice Department			<b>s</b> -	\$	4,076,033

Texas Department of Public Safety

\* Division of Emergency Management

## APPENDIX E

### PROPOSER GUARANTEES

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

Signature of			
Official:	 	 	 
Name			
Name (typed):	 	 	 
Title:	 	 	 
Firm:			
Date:			

### APPENDIX F PROPOSER WARRANTIES

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

Signature of Official	
Name (typed):	
Title:	
Firm:	
Date:	

## APPENDIX G Part 1

# SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE FISCAL YEAR 2014 FINANCIAL STATEMENT'S

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total	
Partners		\$	\$	_ \$	
Managers					
Supervisory staff				_	
Staff				_	
Other (specify):					
Subtotal				\$	
Total for services desc (Detail on subsequent		on II E of the reques	st for proposals	\$	
Out-of-pocket expense Meals and lodging Transportation Other (specify):					
Total all-inclusive max	ximum price fo	or Fiscal Year 2014	audit	\$	

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

## APPENDIX G Part 2

# SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE FISCAL YEAR 2014 FINANCIAL STATEMENTS: COMBINING SCHEDULE-ALL SERVICES DESCRIBED IN THE REQUEST FOR PROPOSALS SECTION II E

Nature of Service to be Provided	Schedule	Total	Price
		\$	
Total \$			

EACH SERVICE DESCRIBED IN SECTION II E SHOULD BE SUPPORTED BY AN INDIVIDUAL SCHEDULE IN THE FORMAT PROVIDED IN PART 3 OF THIS APPENDIX.

#### APPENDIX G Part 3

# SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE FISCAL YEAR 2014 FINANCIAL STATEMENTS: SUPPORTING SCHEDULE FOR [NAME OF SERVICE]

		Standard Hourly	Quoted Hourly	
	Hours	Rates	Rates	Total
Partners		\$	\$	\$
Managers				
Supervisory staff				
Staff				
Other (specify):				
Subtotal				\$
Out-of-pocket expenses Meals and lodging Transportation Other (specify):	:			
Total price for [NAME	of SERVICE]			\$

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

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

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

#### 1. PROPOSAL PACKAGE

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

#### 2. COMPETITIVENESS AND INTEGRITY

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

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

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

#### 3. PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

#### 4. REJECTION OF PROPOSALS

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

#### 5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

#### 6. SUBSTITUTES

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

#### 7. EXCEPTIONS TO PROPOSAL

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

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

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

#### 8. PRICING

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

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

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

#### 9. TAX EXEMPTION

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

#### 10. MODIFICATION OF PROPOSALS

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

#### 11. SIGNATURE OF PROPOSALS

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

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

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

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

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

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

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

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

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

#### 13. PUBLIC INFORMATION ACT

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

#### 14. RESULTANT CONTRACT

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

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

the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

#### 15. ESTIMATED QUANTITIES

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

#### 16. CONTRACTOR INVESTIGATION

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

#### 17. NO COMMITMENT BY COUNTY

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

#### 18. BEST AND FINAL OFFERS

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

#### 19. SINGLE PROPOSAL RESPONSE

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

#### 20. REJECTION/DISQUALIFICATION OF PROPOSALS

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

- A. Failure to use the proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.

- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

#### 21. CHANGES IN SPECIFICATIONS

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

#### 22. PROPOSAL IDEAS AND CONCEPTS

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

#### 23. BID/PROPOSAL DISCLOSURES

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

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

#### 24. WITHDRAWAL OF PROPOSAL

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

#### 25. INDEMNIFICATON

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

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

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

#### 26. PROOF OF INSURANCE

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

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

#### **GENERAL LIABILITY:**

\$1,000,000 – Each Occurrence

\$1,000,000 - General Aggregate

\$1,000,000 – Personal & Advertising Injury

\$1,000,000 - Products/Completed Operations - Aggregate

\$5,000 – Premises Medical Expense

\$500,000 - Fire Legal Damage Liability

County named as "Additional Insured"

Waiver of Subrogation

#### **AUTOMOBILE:**

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

#### WORKERS COMPENSATION:

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

#### **CONSTRUCTION PROJECTS** additional requirements:

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

#### PROFESSIONAL SERVICES additional requirements:

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

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

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

#### 27. Conflict of Interest Disclosure Reporting

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

#### 28. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any

other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

#### 29. SOVEREIGN IMMUNITY

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

#### 30. MERGERS, ACQUISITIONS

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

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

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

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

#### 31. DELAYS

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

#### 32. ACCURACY OF DATA

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

#### 33. SUBCONTRACTING/ASSIGNMENT

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

#### 34. INDEPENDENT CONTRACTOR

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

#### 35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

#### 36. PROCUREMENT ETHICS

#### CODE OF ETHICS TRAINING AFFIDAVIT FORM

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

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

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

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

http://www.epcounty.com/ethicscom/trainingvendor\_files/frame.htm

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

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

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

Instructions for the certifications:

#### **General Requirements**

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

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (0MB 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 CPR 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.

#### DRUG-FREE WORKPLACE

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

- A. The applicant certifies that it will or will continue to provide a drug free workplace by:
  - (a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (b) Establishing an on-going drug free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The applicant's policy of maintaining a drug free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant
  - (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB 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 statues 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.

the above certifications.	,,, арриоши или оот ру или		
Business Name	Date		
Name of Authorized Representative	Signature of Authorized Representative		

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

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

# **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

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

1.	Do you or your subcontractor(s) cuemployees?	urrently offer health insurance benefits to your
	If so, please describe those health subcontractor(s) currently provide/	n insurance benefits that you or your /offer to your employees.
2.	What percentage, if any, of your seem of the seem of t	ubcontractor's employees are currently enefits program?
3.		the Health Insurance Benefits Preference.
Busi	iness Name	Date
Nam *	ne of Authorized Representative	Signature of Authorized Representative

56

\* This page must be included in all responses.



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

RE: RFP #14-039, Professional Auditing Services

#### Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar

Commissioner Carlos Leon Commissioner Sergio Lewis Commissioner Vicente Perez Commissioner – Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent

Jose Lopez, Jr., Assistant Purchasing Agent

Peter Gutierrez, Buyer II

Elvia Contreras, Formal Bid Buyer

Araceli Hernandez, Inventory Bid Technician Lucy Balderama, Inventory Bid Technician

Edward Dion, County Auditor

Wallace Hardgrove, Budget & Financial Manager

Josie Brostrom, Assistant County Attorney Rebecca Quinn, Assistant County Attorney Michael Martinez, Contract Admin. Manager Claudia Duran, Assist. Contract Manager

Edward A Dion, County Auditor

Victor Perez, Director of Financial Operations Donna Teague, County Auditors Manager, Sr. James Utterback, County Auditors Manager Lorena Heredia, Accounting Supervisor

# **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.	OFFICE USE ONLY
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).	Date Received RFP # 14-039
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.	
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 n the date the originally filed questionnaire becomes incomplete or inaccurate.)	ot later than the 7th business day after
3	
Name of local government officer with whom filer has employment or business relationsh	ip.
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each officer with who other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable incorrincome, from the filer of the questionnaire?	me, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investre the direction of the local government officer named in this section AND the taxable income is Local governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with respe- Government officer serves as an officer or director, or holds an ownership of 10 percent or mo-	
Yes No	
D. Describe each employment or business relationship with the local government officer named	in this section.
Signature of person doing business with the governmental entity	 Date

Adopted 06/29/2007

# COUNTY OF EL PASO, TEXAS Check List

# Professional Auditing Services RFP #14-039

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE
 Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, August 26, 2014. Did you visit our website ( <a href="https://www.epcounty.com">www.epcounty.com</a> ) for any addendums?
 Did you sign the Proposal Signature Page?
Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?
If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?
 Did you complete and sign the required "Ethics Training Affidavit Form"?
Did you provide one original and six (6) CD copies in Word/PDF Format of your response? CD copies must reflect original hard copy.