



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

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Wednesday, January 7, 2015 to be opened at the County Purchasing Office the same date for Bond Underwriter Services for the County of El Paso

**Proposals must be in a sealed envelope and marked:  
"Proposals to be opened Wednesday, January 7, 2015  
Bond Underwriter Services  
for the County of El Paso  
RFP Number 14-060"**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before Tuesday, December 23, 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: [www.epcounty.com](http://www.epcounty.com) Bids and more.

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

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

**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.

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

(Full Name)

authorized to bind the company, known as

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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

**Memorandum**

**To:** All Vendors

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

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

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

# EL PASO COUNTY SIGNATURE PAGE

**Description – RFP # 14-060**  
**Bond Underwriter Services for the County of El Paso**

Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and seven (7) CD/flashdrive copies in Word/PDF Format of your proposal. Electronic copies must reflect the original hard copy.**

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

Please quote prices and discounts on the following items:

F. O. B. El Paso County

\_\_\_\_\_  
Company

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

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

# **Bond Underwriter Services for the County of El Paso**

**RFP #14-060**



**Opening Date  
Wednesday, January 7, 2015**

**PURPOSE AND BACKGROUND:**

The County of El Paso (hereafter “County” or “Issuer”) intends to issue up to \$20,000,000 (twenty million dollars) of General Obligation Refunding Bonds for the purpose of refunding a portion of the Series 2012 Certificates of Obligation. Under the current schedule, it is anticipated that the transaction would price in mid-to-late January 2015 and close in mid-to-late February 2015.

The County plans to select a Senior Manager and one to two Co-Managers to act as underwriters on this transaction. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors (“Vendor”, “Vendors”, “Offeror” or “Offerors”) for the provision of services as underwriters (the “Underwriters”) for the County. *Firms may not submit joint proposals.* The selected Vendor or vendors shall be prohibited from engaging in activities on behalf of the issuer that produce a direct or indirect financial gain for the firm, other than the agreed-upon compensation, without the County’s informed and written consent.

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

**1. ISSUING OFFICE**

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

**2. COUNTY LIAISON**

The County Purchasing Agent has named the following person as the individual to serve as the County’s contact, as well as the Financial Advisor’s contact, for the RFP. Any questions must be submitted in writing to her on or before December 30, 2014 at 12:00 noon. The following contact information is for questions only, not for the submission of proposals.

Araceli Hernandez  
Email: [Araherandez@epcounty.com](mailto:Araherandez@epcounty.com)  
Telephone: (915) 540-2048 Ext. 4520 Fax: (915) 546-8180

**3. COUNTY FINANCIAL ADVISOR (FA)**

Mark F. Valenzuela, First Vice President,  
George K. Baum & Company  
One Park Square  
6501 Americas Parkway, NE Suite 510  
Albuquerque, NM 87110

**PROPOSED TIMETABLE:**

<b>Activity</b>	<b>Target Date</b>
Release of Request for Proposals	12/22/14
Deadline for questions	12/30/14
Deadline for Submission of proposals	January 7, 2015 @ 2 p.m. MDT
Projected Date of Selection and notification of Offeror(s)	January 12, 2015
Projected sale date	January 20, 2015

## **ISSUER'S RESERVATION OF RIGHTS:**

1. The award of a contract shall be at the sole discretion of the County Commissioners Court. The award will be made to the Vendor(s) whose proposal is determined to best serve the County.
2. The County reserves the right to accept or reject any or all proposals in whole or in part. The County of El Paso further reserves the right to make an award of contract based on the initial proposals submitted; for that reason, the initial proposal should be submitted on the most favorable terms which the Vendor can propose with respect to both price and technical capability. The contents of the proposal of the selected Vendor will become contractual obligation when the award is made.
3. The County reserves the right to add similar services or delete services specified in any contract resulting from this procurement if requirements change during the performance of the contract. Prices for services to be added to the contract will be mutually agreed to by the County and the Vendor. A contract modification will be required for any addition or deletion.
4. A firm serving as Underwriter shall be prohibited from engaging in activities on behalf of the County that produce a direct or indirect financial gain for the Underwriter, other than the agreed-upon compensation, without the County's informed and written consent.
5. An Offeror may be disqualified for failure to disclose material information to the County. "Material information" is defined as of sufficient importance or relevance as to have possible significant influence on the County's choice of Underwriter. The Affidavits required as part of this RFP response are deemed to be Material Information.
6. **LAWS AND REGULATIONS -**

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

## **VENDOR QUALIFICATIONS:**

Offeror must have been in the business of providing bond underwriting services for government agencies for a minimum of 2 years.

### **Required Affidavits**

Offeror shall submit 2 notarized and subscribed Affidavits, in substantially the forms provided in Attachments 1 and 2, with the following information.

- Offeror shall provide information regarding their registrations and professional licenses as Municipal Finance Professionals.
- Offeror shall disclose whether Offeror, or any of its associated Municipal Finance Professionals, is a target, a subject, or currently under investigation by a federal or state law enforcement or regulatory agency, or Self-Regulatory Organization (SRO) for any dealing, including, but not limited to, any contracts for financial advisory, or underwriting



services; and

- Offeror shall disclose all campaign contributions or gifts for any transfers of cash, checks or anything of value to any member of the County Commissioners Court, any person related by marriage or birth to a member of the County Commissioners Court, or any member of their administrative staff, from January 1, 2012, to the present.
- Offeror's Lead Municipal Finance Professional (Banker or Underwriter) and the Offeror's compliance department director, or equivalent, shall each be required to sign the affidavits on behalf of the Offeror.

**PROPOSAL SUBMISSION:**

All proposals, including all required copies, must be submitted to the Purchasing Agent, County Administrative Annex, 800 E. Overland, Room 300, El Paso Texas 79901 before January 7, 2015 at 2 p.m. MDT. All proposals shall be submitted in a sealed envelope, clearly marked to indicate that it is in response to County of El Paso RFP # 14-060 for Underwriting Services for Issuance of General Obligation Refunding Bonds, Series 2015. Proposals submitted in the form of emails, email attachments, telegrams, telephone calls, facsimiles or telex messages will not be accepted.

One hard copy of the Offeror's Response to the Request for Proposal, with an original signature of an Authorized Officer, and seven (7) electronic format copies (CD/ DVD/ flashdrive) must be delivered to:

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

Each proposal shall include the information as further described in this RFP, particularly the information required under Section II. *Information Required from Vendors in Proposals*. Responses must not exceed thirty (30) pages (8.5 x 11 inches with one-inch margins from all sides), type font size not less than 11-point and printed on one side. Submittals of information in response to this RFP greater than the specified 30 pages will not be reviewed. The 30 page limit shall be exclusive of, and not include, the Letter of Transmittal, professional resumes attached as exhibits, cover sheets, fly leaves, table of contents or requested appendices.

The proposal shall be signed by an official authorized to bind the Offeror (Authorized Officer) and shall contain a statement that the Offeror's proposal is firm for 90 days from submittal date and until the Commissioners Court selects one or more Vendors to serve as Underwriters (Award Date). On or after the Award Date, an Authorized Officer may withdraw its RFP proposal by written request to the Purchasing Agent. Such withdrawal shall be final upon receipt by the Purchasing Agent. If contract negotiations fail with the selected Offeror, the County shall not re-consider withdrawn RFP proposals for the award. If an Offeror does not withdraw its proposal, its RFP response will remain in effect until a final agreement is executed or the solicitation is canceled.

## SECTION II PROPOSAL FORMAT

A. Proposals should contain clear and direct responses to the following questions or requests for information and be organized so that the specific questions being responded to are readily identifiable. Responses to each numbered question or request for information should each begin on a new page with the question repeated at the top of the page.

1. **COVER PAGE**- The County's Proposal Signature form shall be the cover page of the proposal.

2. **LETTER OF TRANSMITTAL**

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

3. **GENERAL QUALIFICATIONS AND EXPERIENCE**

Please provide a detailed narrative on your firm's qualifications to serve as the underwriter for the County's issuance of GO Refunding bonds. Each of the following should be addressed individually.

- a. Relevant experience of the Offeror and the individuals assigned to the issuer, and the identification and experience of the individual in charge of day-to-day management of the certificates of obligation sale, including both the investment banker(s) and the underwriter(s).
- b. Demonstration of the Offeror's understanding of the issuer's financial situation, including ideas on how the issuer should approach financing issues such as structures, credit rating strategies and investor marketing strategies.
- c. Demonstration of the firm's knowledge of local political, economic, legal or other issues that may affect the proposed financing.
- d. Analytic capability of the Offeror and assigned investment banker(s).
- e. Access to sources of current market information to provide pricing data before, during and after the sale.
- f. A specific statement as to the amount of uncommitted capital available and the ability and willingness of the Offeror to purchase the entire offering of the issuer, if necessary, in the case of an Offeror underwriting.
- g. Any finder's fees, fee splitting, or other contractual arrangements of the Offeror that could present a real or perceived conflict of interest.
- h. A statement of agreement that if selected, the Vendor shall be prohibited from engaging in activities on behalf of the County that produce a direct or indirect financial gain for the Offeror, other than the agreed-upon compensation, without the County's informed and written consent.

**4. OFFEROR BACKGROUND/SENIOR- OR CO-MANAGER**

- a. Provide a brief overview of Offeror including the type of ownership and amount of years in business.
- b. Discuss Offeror's commitment to municipal investment banking and underwriting.
- c. State whether Offeror would like to be considered for Senior or Co-Manager position.
- d. Please describe Offeror's experience as a lead underwriter or co-manager for Texas issuers over the last three years, including Offeror's experience with general obligation debt of Texas counties.

**5. RESOURCES/ KEY PERSONNEL/OPERATIONS INFORMATION**

- a. Each Offeror shall provide a brief resume and contact info of the lead banker and a brief resume for each member of the team that will be assigned to the County's work.
- b. Each Offeror shall provide the following information for the team assigned to the County's work:
  - Name and contact information of each individual that will have the day-to-day responsibility for the County's transactions.
  - Location of their office
  - Ability to work on the County's financing
  - Location of the underwriting desk that will price the bonds.
  - Include the resume for the principal underwriter at this location.
- c. Provide the number of professionals responsible for sales of municipal securities employed by Offeror (do not include relationships with other companies, brokers, broker/dealers or third-party relationships).
- d. Number of professionals identified in response to Question 5c. operating within the State of Texas.
- e. Each Offeror shall identify any areas of credit expertise or unique underwriting experience that demonstrates the Offeror's ability to service the County.
- f. Each Offeror shall describe the systems in place to provide information on municipal market conditions, including investor demand, prevailing interest rates, pricing and scales, new issue calendars, market statistics, and, advice as to the timing of the sale.

**6. CAPITALIZATION / UNDERWRITING / CAPACITY INFORMATION**

Each Offeror shall describe the capacity to underwrite bonds by providing the following information:

- a. Each Offeror shall describe how best to conduct a negotiated sale given current market conditions and discuss issues which should be addressed in developing a marketing strategy for County bond sales. Items described shall include, but not be

limited to, how to deploy retail and institutional sales distribution capabilities; recommended priority of orders and procedures; and, the investor base to be targeted; strategies to reach those investors.

- b. The Net Capital Before Haircuts as defined in the Focus Reports for the last eight-quarter periods immediately prior to January 7, 2015, the due date of the RFP. The Offeror shall provide copies of the signed signature page and the computation of Net Capital Before Haircuts (Line 3640) page from each Focus Report.
- c. If applicable to Offeror, examples of when the Offeror was required to take a large portion of bonds into its inventory because market conditions deteriorated during the pricing, during the 24-month period immediately prior to January 7, 2015, the due date of the RFP. The examples shall identify the issuer, the par amount of the obligations and the amount taken into inventory.
- d. Last three transactions for which the Lead Investment Banker acted in a senior-managed transaction including the date, par amount, issue, and pricing date in tabular form. To the extent such transactions were not for Texas issuers, please note the same information for the three most recent Texas transactions.
- e. Last three transactions for which the Lead Underwriter acted in a senior-managed transaction including the date, par amount, issue, and pricing date in tabular form. To the extent such transactions were not for Texas issuers, please note the same information for the three most recent Texas transactions.

## **7. DISCLOSURE OF INVESTIGATIONS/FINES**

Provide the following information:

- a. Please provide a copy of the most recent Annual Report from FINRA's Broker Check (TM) for your firm.
- b. Disclose and describe any pending investigation or enforcement or disciplinary actions taken against Offeror within the past three years by the Securities and Exchange Commission (SEC); Municipal Securities Rulemaking Board ("MSRB"); Financial Industry Regulatory (FINRA), or other regulatory bodies of Offeror, including any of Offeror's affiliates or other associated municipal finance professionals. Include an attachment if necessary.

## **8. PRICE THOUGHTS**

- a. Assuming comparable market data as of January 5/6 2015, provide pricing information relative to the anticipated offering. Provide only the information requested and exact calculations requested. Assume ratings of Aa2/AA(S&P). Assume a pricing date of January 20, 2015 and a delivery date of February 12, 2015, with interest accruing from date of delivery. Assume cost of issuance at 2% of par.

b.

Year	Principal	Coupon	Yield	Spread to MMD	Takedown
2013	0				
2014	0				
2015	0				
2016	0				
2017	0				
2018	0				
2019	0				
2020	0				
2021	0				
2022	0				
2023	0				
2024	5,055,000				
2025	5,320,000				
2026	5,440,000				
2027	0				
2028	0				
2029	0				
2030	0				
2031	0				
2032	0				
Total	\$15,815,000				

Calculate TIC: \_\_\_\_\_%

Calculated Weighted Average Takedown: \_\_\_\_\_%

Use only weighted average takedown for purposes of calculating underwriter's discount (expenses will be determined separately).

**SECTION III  
CRITERIA FOR PROPOSAL EVALUATIONS**

A. The following criteria will be used to evaluate proposals received:

1. **UNDERSTANDING THE NEEDS OF THE COUNTY (20%)**- This refers to the Offeror's:
  - a. Understanding the County's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing
  - b. Understanding of the nature and scope of the work involved.
  - c. Accessibility and responsiveness; ability to meet the schedules and deadlines of the financing projects.
  - d. Prior experience with the Texas counties; familiarity with El Paso County.
2. **OFFEROR'S QUALIFICATIONS (35%)** - This criterion includes the ability of the Offeror to:

Meet the terms of the RFP, and any special considerations, which the Offeror feels may increase its ability to perform the Contract.

  - a. Expertise; superior capability to perform the services required.
  - b. Quality of performance; professional qualifications of the key personnel assigned relevant to the work to be performed.
  - c. Experience, within the last 5 years, in similar financing projects.
  - d. Reputation; ethical standards, disciplinary history – such as judgments and sanctions.
3. **SOUNDNESS OF APPROACH (15%)** - Emphasis here is on the techniques for providing the services requested, and on the Offeror's capability to deliver the desired services on schedule. Special emphasis should be placed on responding to questions asked by the County in this solicitation, and on outlining problems that may be encountered and offering solutions to those problems.
4. **REASONABLENESS OF COSTS (20%)** – Cost and efficiency of approach. Efficiency and economy are very important to the County. This area will not necessarily be the primary deciding factor in the selection process.
5. **COMPLETENESS/RESPONSIVENESS OF APPLICATION (10%)** - The RFP response will be evaluated on the responsiveness, clarity, and completeness of the response. In particular, answers directing the County to a website as an answer without additional information are deemed non-responsive.

**Attachment #1- AFFIDAVIT**

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, first upon oath being duly sworn, deposed and stated: I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge. All terms not otherwise defined herein are as defined in the Municipal Securities Rulemaking Board ("MSRB") Rules.

1. I am a Municipal Finance Professional (MFP). My title is \_\_\_\_\_, and principal place of business is \_\_\_\_\_. I will be the lead MFP for my firm in the debt issuance contemplated in this El Paso County Request for Proposal #\_\_\_\_\_. I am registered with the Securities and Exchange Commission (SEC) and Financial Industry Regulatory (FINRA). My CRD # is \_\_\_\_\_. I hold the following licenses or other municipal finance professional qualifications:  
\_\_\_\_\_  
\_\_\_\_\_.

2. I am not a target, a subject, or currently under investigation by a federal or state law enforcement or regulatory agency, or Self-Regulatory Organization (SRO) for any dealing I have had, including, but not limited to, any contracts for financial advisory or underwriting services.

3. For the period from January 1, 2012, to the present, I, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff:  
Date/Amount or Cash Value of Gift/Recipient's Name and Title:  
\_\_\_\_\_.

[add any additional information affiant deems necessary or appropriate]

Further Affiant sayeth not.

\_\_\_\_\_  
Affiant

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (Name), \_\_\_\_\_ (Title), both in his/her individual capacity and on behalf of \_\_\_\_\_ (Company).  
\_\_\_\_\_

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

**Attachment # 2- AFFIDAVIT**

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

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

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge. All terms not otherwise defined herein are as defined in the Municipal Securities Rulemaking Board ("MSRB") Rules.

1. I am the lead compliance officer for \_\_\_\_\_ (Offeror). My title is \_\_\_\_\_, and principal place of business is \_\_\_\_\_. Offeror is registered with the Securities and Exchange Commission (SEC) and Financial Industry Regulatory (FINRA) as a Broker Dealer. Offeror's CRD# is \_\_\_\_\_.

2. Neither the firm, nor any of its associated Municipal Finance Professionals, is a target, a subject, or currently under investigation by a federal or state law enforcement or regulatory agency, U. S. Securities and Exchange Commission, or Self-Regulatory Organization (SRO) for any dealing that person or persons have had, including, but not limited to, any contracts for financial advisor or underwriting services.

4. For the period from January 1, 2012, to the present, Offeror, or any of its associated Municipal Finance Professionals,, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the El Paso County Commissioners Court, any person related by marriage or birth to the County Commissioners or County Judge or any member of the El Paso County administrative staff:  
Date/Donor/Cash or Description and Cash Value of Gift/Recipient's Name and Title:  
\_\_\_\_\_.

[any additional information deemed necessary or appropriate by Offeror]  
Further Affiant sayeth not.

\_\_\_\_\_  
Affiant

The foregoing Affidavit was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, (Name), \_\_\_\_\_

(Title), both in his/her individual capacity and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
(Company).

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



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

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

**15. ESTIMATED QUANTITIES**

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

**16. CONTRACTOR INVESTIGATION**

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

**17. NO COMMITMENT BY COUNTY**

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

**18. BEST AND FINAL OFFERS**

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

**19. SINGLE PROPOSAL RESPONSE**

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

**20. REJECTION/DISQUALIFICATION OF PROPOSALS**

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

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

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

**21. CHANGES IN SPECIFICATIONS**

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

**22. PROPOSAL IDEAS AND CONCEPTS**

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

**23. BID/PROPOSAL DISCLOSURES**

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

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

**24. WITHDRAWAL OF PROPOSAL**

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

**25. INDEMNIFICATION**

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

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

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

## **26. PROOF OF INSURANCE**

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

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

#### GENERAL LIABILITY:

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

#### AUTOMOBILE:

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

#### WORKERS COMPENSATION:

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

#### CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond

## Performance & Payment Bond

**PROFESSIONAL SERVICES** additional requirements:  
Limit of \$1,000,000 for E&O/Professional Insurance.

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

**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](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

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

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

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

Instructions for the certifications:

#### General Requirements

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

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

#### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

## 2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

\_\_\_\_\_  
Date

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

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

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

# HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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3.

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

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

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Business Name

---

Date

---

\* Name of Authorized Representative

---

Signature of Authorized Representative

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\* This page must be included in all responses.



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

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RE: RFP #14-060, Bond Underwriter Services for the County of El Paso

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar  
Commissioner Carlos Leon  
Commissioner Sergio Lewis  
Commissioner Vicente Perez  
Commissioner Patrick Abeln  
Commissioner Elect Andrew Haggerty  
Commissioner Elect David Stout

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  
Michael Martinez, Contract Admin. Manager  
Victor Perez, County Auditor's Office  
James Utterback, County Auditor's Office  
Mark Valenzuela, County Financial Adviser  
Brad Angst, George K Baum & Company  
Luis Ramos, George K. Baum & Company

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# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

RFP # 14-060

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

**2**

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

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

**3**

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

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

\_\_\_\_\_  
Date

Adopted 06/29/2007



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

**Bond Underwriter Services  
for the County of El Paso  
RFP #14-060**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, January 7, 2015. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

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

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

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

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

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

\_\_\_\_\_ Did you provide one original and seven (7) CD/flashdrive copies in Word/PDF Format of your response? Electronic copies must reflect original hard copy.