

The City of El Paso, Texas
(El Paso Water Utilities – Public Service Board)
1154 Hawkins Blvd, El Paso, Texas 79925, 1st Floor Purchasing and Contracts
Solicitation Check List

EXTENDABLE COMMERCIAL PAPER PROGRAM
RFP #29-23

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

Before turning in your proposal, did you do the following?

- ☐ Did you check our website www.epwater.org for any addenda?
(Failure to sign addenda and include with proposal may deem the bidder's submission non-responsive.)

- ☐ Did you complete all forms in Part 5?

- ☐ Did you REVIEW the process associated with the Texas Ethics Commission form 1295?
(Form is required and must be completed by the awardee on the Friday before Public Service Board Meeting)

- ☐ Did you provide one (1) hard copy proposal signed in blue ink?

- ☐ Did you electronically save your signed proposal as a PDF in a USB drive?

- ☐ Did you complete all the items within the Evaluation Criteria?

- ☐ Did you save the Evaluation and Proposal in the USB Drive?
(Failure to include them in USB Drive may deem the bidder's submission non-responsive). Please Label USB Drive with Bid number and Company name.

- ☐ Is your proposal in a sealed envelope marked with the **RFP Number** and **Company name**.

Deliver your Proposal to the El Paso Water Utilities Purchasing Department
(See Schedule of Events)

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SOLICITATION FOR

El Paso Water Utilities Public Service Board (EPWater)

1154 HAWKINS BLVD., EL PASO, TX 79925

Phone: (915) 594-5628 Fax: (915) 594-5689

SUBJECT: EXTENDABLE COMMERCIAL PAPER PROGRAM

RFP NUMBER: RFP 29-23

RFP DEADLINE: 11:00 A.M. MOUNTAIN TIME, (March 17, 2023)

TO BE OPENED: 11:30 A.M. MOUNTAIN TIME, (March 17, 2023)

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PRINT LEGIBLY

FIRM:		SIGNATURE:	
MAILING ADDRESS:		PRINTED NAME:	
STREET ADDRESS:		TITLE:	
CITY/STATE/ZIP:		FAX:	
PHONE NUMBER:		DATE:	
E-MAIL:			

PART 1 – PROJECT INFORMATION

1.1 PROJECT OVERVIEW

The El Paso Water Utilities – Public Service Board, a component unit of the City of El Paso, Texas (“City”) is soliciting proposals through this RFP for an Extendable Commercial Paper Program (“ECP”) to provide liquidity support for the City’s Municipal Drainage Utility Commercial Paper (“CP”) program in the amount of \$60,000,000. The ECP Programs will be used for the purpose of interim construction and short-term financing related to the Drainage Utility System’s Capital Improvement Program (CIP). A traditional CP program to fund part of the City’s Water and Wastewater Utility CIP has been in place since 1997.

This is an RFP Solicitation. This will be awarded to the highest ranked based on the evaluation criteria described within the proposal.

1.2 PROPOSAL SUBMITTAL

Submit ONE (1) hard copy of the PROPOSAL, which shall bear an ORIGINAL signature in blue ink, of a responsible officer or agent for the company. Failure to sign the proposal will be the basis for declaring the bid proposal non-responsive.

The proposal is to be sealed envelope with the following information:

“PROPOSAL ENCLOSED”
El Paso Water Utilities
Purchasing & Contracts Administration
Bid No. RFP29-23
Attn: Barbara Logan, Procurement Specialist
1154 Hawkins Blvd.
El Paso, Texas 79925

Note: Faxed and/or Emailed proposals **WILL NOT** be accepted

1. History of the City's Municipal Drainage Utility

The City of El Paso Ordinance No. 016668 (Ordinance) created the municipal drainage utility system (System) to ensure that the collection, management, and control of stormwater runoff would adequately protect the health, safety, and welfare of the citizens of El Paso. Through this ordinance, the El Paso Water Utilities Public Service Board (PSB) was vested with complete authority and control of the management and operation of the System. Through the Ordinance, the PSB has the following responsibilities: (1) the establishment of a schedule of drainage charges against all real property in the proposed service area, (2) to provide drainage service for all real property in the proposed area upon payment of drainage charges, and (3) to offer and provide drainage service on nondiscriminatory, reasonable, and equitable terms in accordance with Rules and Regulations as promulgated by the PSB. The City of El Paso Council's action the Ordinance were consistent with recommendations made by a consulting firm that assessed stormwater management and organization following "Storm 2006". The assessment found that city stormwater needs had not been adequately funded, and stormwater management, was shared by several departments, would be better served by a centralized organization. Previously, stormwater services were funded by the City's general fund. However, the consultants recommended establishing a separate user fee to fund stormwater management functions and the City Council agreed.

2. The City's ECP Program

The ECP line will be secured by a subordinate lien on and pledge of the Net Revenues of the City's Municipal Drainage System. Ratings on the outstanding bonds secured by net revenues of the City's Municipal Drainage System are "AA+" by Standard & Poor's and "AA+" by Fitch.

1.3 PROPOSAL INFORMATION AND FORMAT

Respondents are requested to respond to all of the questions listed herein and responses should be complete. Indicate areas of this Proposal that your firm is not able to provide.

Offerors are also to complete the following:

- 1. Checklist** – First page of this solicitation
- 2. Evaluation Criteria**

1.4 USB DRIVE

Offerors must provide a read-only USB Drive with the following documents saved in the USB drive:

1. PDF electronic Version of the completed AND signed bid proposal in blue ink.
2. USB Drive must be labeled with the bid number and company name.
3. Failure to comply with Items 1 and 2 may deem the proposal submission non-responsive.

Successful Offeror(s) shall be selected based on the responsiveness of the submittal.

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1.5 SCHEDULE OF EVENTS

EVENTS	DATE AND/OR TIME
Advertisement	February 28, 2023, and March 7, 2023
Questions Deadline	March 8, 2023, at 2:00 P.M Mountain Time (MT)
Answers Posted	March 10, 2023
Proposal Deadline	March 17, 2023, at 11:00 A.M. MT
Proposal Opening Date	March 17, 2023, at 11:30 A.M. MT Link for Proposal Opening is provided in our website at www.epwater.org
Evaluation	March 24, 2023
Public Service Board	April 12, 2023

EPWater reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. EPWater will communicate adjustments to any event in the Schedule in the form of an Addendum. The Addendum will only be issued and posted on Answers Posted deadline in the Schedule.

1.6 REQUESTS FOR CLARIFICATION

Any requests for clarifications and/or changes to this solicitation shall be made via email to Barbara Logan, Procurement Specialist:

EMAIL: Purchasing.Info@epwater.org
SUBJECT: RFP #29-23 Extendable Commercial Paper Program
TO: Barbara Logan, Procurement Specialist

Requests submitted after the deadline will not elicit a response.

1.7 PROPOSAL OPENING

Proposals received by the deadline will be announced via a live-streamed. Check scheduling information on the solicitation page at www.epwater.org.

PART 2 – EVALUATION AND SPECIFICATIONS

THE ITEM(S) CONTAINED WITHIN THIS BID PROPOSAL IS / ARE TO BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING AND/OR SPECIFICATIONS:

2.1 EVALUATION CRITERIA SELECTION PROCEDURE

All offeror(s) must follow the requirements listed below. It is the offeror's responsibility to ensure compliance with these requirements. **Failure to follow these instructions may result in disqualification.**

Successful offeror(s) shall be selected based on the responsiveness of the submittal and the evaluation criteria below. Items will be awarded based on the evaluation criteria of this solicitation.

This solicitation will be awarded to the offeror who submits a proposal that provides the overall best value for EPWater.

2.2 EVALUATION CRITERIA

RFP will be evaluated using the criteria below:

COMPLETENESS OF PROPOSAL (20 Points)

Response to all questions and documents and forms requested in the solicitation.

EXPERIENCE (55 Points)

Provide your firm’s experience as a dealer for tax-exempt extendable commercial paper programs, including programs for Texas issuers, during the last five years. Provide information in detail to the following:

Provide a list of individuals to be assigned, their roles for the engagement and a brief professional biography of their relevant experience.

Please provide a complete list of all ECP for which your firm has served or currently serves as dealer for the last five years. For each ECP program listed, include, at a minimum the following information related to that ECP Program:

- a. Client name
- b. Largest par amount of ECP (re)marketed by your firm
- c. Current amount of the ECP (re)marketed by your firm
- d. Current ratings of the ECP
- e. The daily average amount outstanding over the past twelve months
- f. A history of remarketed rates (including related to SIFMA) since January 1, 2020, and
- g. A discussion of the circumstances surrounding any ECP that was forced into the extendable mode.

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- 1) Describe the capital commitment your firm makes to dealing in commercial paper, extendable commercial paper, particularly your firm's commitment to purchase unsold securities. Please address the length of time that you would inventory unsold securities and the rate that you would charge.
- 2) Provide at least 3 references with name of the issuer, issuer's contact and telephone number and e-mail address of each contact, regarding your experience with extendable commercial paper programs.
- 3) Provide your capital position as of the date of your most recently published statement of financial position, including information on your total capital, equity capital, excess net capital and daily average uncommitted capital.

FEES AND RATES (25 Points)

Provide a listing of all fees for services that you would expect to receive if selected as EPWater's extendable commercial paper dealer assuming the Program sizes listed above. The proposed annual fee should be stated as a percentage of par amount for each Program. Please include all other upfront or ongoing fees (including legal) that would be charged to set up and maintain the ECP. All fees and expenses should be explained precisely.

- 1) Describe the approximate interest rates you would expect for each Program (relative to SIFMA) as of March 2, 2023 for 30 day, 60 day, and 90 day maturities of ECP.

Responses will be evaluated, and decisions regarding the acceptance of proposals will be based on the preceding evaluation criteria by the City.

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PART 3 – TERMS AND CONDITIONS

1. TYPE OF CONTRACT

This is a **Request for Solicitation**, under which EPWater shall order all its requirements for the service(s) described within this solicitation from the highest-ranking proposal, hereinafter referred to as Offeror, for the duration of the contract.

2. TERM OF CONTRACT

The **Contract** to provide (**RFP #29-23 Extendable Commercial Paper Program**) shall be from **AWARD OF PROPOSAL** by the Public Service Board to the highest-ranking proposal. The City will negotiate an agreement with the selected proposer that will incorporate the terms listed in this section.

3. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Offeror agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances in the performance of this contract, including, but not limited to, the Americans with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Offeror further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background, or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

4. CONTRACTING INFORMATION

This clause is applicable for purchases that have a stated expenditure or result in an expenditure of at least \$1 million.

The Offeror must preserve all contracting information related to this contract as provided by the records retention schedule requirements applicable to EPWater for the duration of this contract. Offeror will promptly provide EPWater any contracting information related to this contract that is in the custody or possession of the Offeror on request of EPWater. On completion of this contract, Offeror will either provide at no cost to EPWater all contracting information related to this contract that is in the custody or possession of the Offeror or preserve the contracting information related to this contract as provided by the records retention requirements applicable to EPWater.

5. INVOICES AND PAYMENTS

- a. EPWater will pay all invoices in accordance with Chapter 2251 of the Government Code. EPWater will notify the Vendor of any errors or disputes in invoices in accordance with Chapter 2251 of the Texas Government Code.

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- b. The Vendor will submit invoices, in a single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- c. Invoices will be itemized, including the serial number of the unit; transportation charges, if any, will be listed separately.
- d. Invoices will reflect the Purchase Order or Master Contract number.
- e. EPWater is a tax-exempt entity. Do not include any taxes in invoices. EPWater will furnish a tax exemption certificate upon request.
- f. E-Mail invoices to accountspayable@epwater.org.
- g. Vendor shall notify the Purchasing & Contract Administration division of any changes in its remittance addresses.

6. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. If funds do not become available, the contract may be terminated, or the scope may be amended. A 30-day written notice will be given to the Vendor, and there will be no penalty nor removal charges incurred by EPWater.

7. GRATUITIES

EPWater may, by written notice to the Offeror, cancel this contract without liability to Offeror if it is determined by EPWater that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of EPWater with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by EPWater pursuant to this provision, EPWater shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Offeror in providing such gratuities.

- a. The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, EPWater will have the right, in addition to any other right or rights, to cancel this contract without liability and to deduct it from the contract price.

8. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between EPWater and the Vendor or between EPWater and the Vendor's employees. EPWater will not be subject to any obligations or liabilities of the Vendor, or his employees incurred in the performance of the contract unless otherwise herein authorized. The Vendor is an independent Offeror, and nothing contained herein will constitute or designate the Vendor or any of his employees as employees of

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EPWater. Neither the Vendor nor his employees will be entitled to any of the benefits established for EPWater employees, nor be covered by EPWater's Workers' Compensation Program.

9. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Vendor without the written permission of EPWater. Any attempted assignment or delegation by the Vendor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

10. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

11. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Vendor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances in the performance of this contract, including, but not limited to, the Americans with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Vendor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

12. ENERGY COMPANIES

This clause is applicable to purchases of a value of \$100,000 or more from a company with ten (10) or more full-time employees that is not a sole proprietorship.

In accordance with Chapter 2274 of the Texas Government Code, Vendor affirms it does not boycott energy companies and will not boycott energy companies during the term of this contract.

13. FIREARM ENTITY OR TRADE ASSOCIATION

This clause is applicable to purchases of a value of at least \$100,000 from a company with at least 10 full-time employees, that is not a sole proprietorship.

In accordance with Section 2274.002 of the Texas Government Code, Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

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14. CONFIDENTIALITY AND DATA OWNERSHIP

- A. Vendor understands that in the performance of the work under this contract, Vendor may have access to confidential information owned or controlled by EPWater and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to or use by an unauthorized third party will be damaging and/or illegal. Vendor agrees that all information disclosed by EPWater to Vendor, which is in written form, shall be held in confidence and used only in the performance of services under this contract. Any requests for information related to this contract, the Purchase Order, or Master Contract shall be forwarded to EPWater.
- B. Vendor understands that EPWater is subject to the Texas Public Information Act ("Act") and that EPWater will follow all the requirements of the Act. EPWater will not be liable for disclosure of information pursuant to the Act or under court order.
- C. Any and all presentations, drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to EPWater by Vendor in connection with the services rendered under this contract shall belong exclusively to EPWater and shall be deemed to be work-for-hire. Any and all data collected, or work-for-hire produced as a result of the services or goods purchased shall be and remain the property of EPWater upon completion of this contract.

15. COMPLIANCE WITH LAWS

The Vendor shall comply with all Federal, State, and local laws and ordinances applicable to the work covered hereunder and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies.

16. APPLICABLE LAW AND VENUE

For the purpose of determining the place of agreement and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or right, or cause of action arising under or in connection with this contract shall be exclusively in a court of competent jurisdiction sitting in El Paso County.

PART 4 – PROTEST AND CONE OF SILENCE

1. PROTEST/DISPUTE

Only a vendor who has submitted a response to a solicitation may protest a recommendation for contract award. Failure to follow the requirements of the protest procedures established by EPWater and included in all solicitations shall constitute a waiver of all protest rights. Protests must be made after the PSB Agenda has been posted and by 5 P.M. the day before the PSB meeting in which the award will be considered.

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2. CONE OF SILENCE

The “Cone of Silence” is imposed upon each RFP, RFQ, or Bid from the time of advertising until it is posted on the Public Service Board Agenda for the award. The Cone of Silence prohibits communications with EPWater employees to attempt to influence the purchasing decision. As such, the Cone of Silence prohibits any communication regarding RFPs, RFQs, or Bids between, among others:

- Potential vendors, service providers, bidders, consultants, and EPWater employees.
- Potential vendors, service providers, bidders, consultants, any member of the Board, the President/CEO, or their respective staff and members of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with Purchasing and Contracts Manager, Purchasing Agent, Contracts Developer Coordinator, or Procurement Analyst, provided the communications is limited strictly to matters of process or procedure already contained in the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the President/CEO and Board members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or Solicitation.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Offeror or bidder shall render that Offeror's or bidder's RFP, RFQ, or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to EPWater General Counsel and the Senior Purchasing Agent.

The “Cone of Silence” applies to any and all potential subcontractors as well.

This bid will be awarded by the Public Service Board at their regularly scheduled meeting.

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PART 5 – FORMS

5.1 W-9 REQUEST FOR TAXPAYER IDENTIFICATION

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
<div style="display: flex; justify-content: space-between;"><div style="width: 15%;">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</div><div style="width: 85%;"></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 15%;">2 Business name/disregarded entity name, if different from above</div><div style="width: 85%;"></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 65%;">3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC</div><div><input type="checkbox"/> C Corporation</div><div><input type="checkbox"/> S Corporation</div><div><input type="checkbox"/> Partnership</div><div><input type="checkbox"/> Trust/estate</div></div><div style="margin-top: 5px;"><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</div><div style="margin-top: 5px;"><input type="checkbox"/> Other (see instructions) ▶ _____</div></div><div style="width: 35%;">4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 60%;">5 Address (number, street, and apt. or suite no.) See instructions.</div><div style="width: 40%;">Requester's name and address (optional)</div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 60%;">6 City, state, and ZIP code</div><div style="width: 40%;"></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 60%;">7 List account number(s) here (optional)</div><div style="width: 40%;"></div></div>		
<div style="border: 1px solid black; padding: 5px;">Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 60%;">Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div><div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 33%;"></div><div style="width: 33%;"></div><div style="width: 33%;"></div></div><div style="margin-top: 5px;">or</div><div style="border: 1px solid black; height: 20px; width: 100%;"></div><div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 33%;"></div><div style="width: 33%;"></div><div style="width: 33%;"></div></div></div><div style="width: 40%;">Employer identification number <div style="border: 1px solid black; height: 20px; width: 100%;"></div><div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 33%;"></div><div style="width: 33%;"></div><div style="width: 33%;"></div></div></div></div>		
<div style="border: 1px solid black; padding: 5px;">Part II Certification Under penalties of perjury, I certify that: <div style="margin-top: 5px;">1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</div><div style="margin-top: 5px;">2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</div><div style="margin-top: 5px;">3. I am a U.S. citizen or other U.S. person (defined below); and</div><div style="margin-top: 5px;">4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</div>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</div>		
Sign Here	Signature of U.S. person ▶	Date ▶
<div style="display: flex;"><div style="width: 50%;">General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.<ul style="list-style-type: none">• Form 1099-INT (interest earned or paid)• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property)Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></div><div style="width: 50%;"></div></div>		

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5.2 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

The Utility's policy is to encourage the participation of Small Locally-Owned Businesses (SLBE), Minority Business Enterprises (MBE), and Women-Owned Business Enterprises (WBE).

My Current Historically Underutilized Business (HUB) Status is (select ONLY ONE of the three Business Enterprises below):

- ☐ 1. Small Locally Owned Business Enterprise:
- ☐ 2. Women-Owned Business Enterprise:
- ☐ 3. Minority-Owned Business Enterprise: **Select ONLY ONE of the categories below:**
- ☐ Hispanic American
 - ☐ African American
 - ☐ Asian American
 - ☐ Native American
 - ☐ Service-Disabled Veteran
 - ☐ **My business is not a HUB vendor**

INSTRUCTIONS: For Minority-Owned Business Enterprise, please indicate your HUB Status above by selecting the appropriate category. Please make sure you select only one (1) category.

DEFINITION OF HUB CATEGORY FOR EPWATER.

A **Small Locally-Owned Business Enterprise** is defined as a business corporation, partnership, joint venture, sole proprietorship, or other legal entity formed for the purpose of making a profit, has been located within the County of El Paso for at least 12 months, and is 51% or more owned by residents of El Paso County; furthermore, that business must employ fewer than 100 employees or have annual gross sales of less than \$7,000,000 and is not a subsidiary of a business which would not meet the above guidelines.

A **Minority-Owned Business Enterprise** is defined as a business that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Asian American, Hispanic American, Native American, or Service-Disabled Veteran.

A **Woman-Owned Business Enterprise** is one that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are non-minority females.

I certify that the foregoing information is a full, true and correct statement of the facts.

Signature of Authorized Representative or Designee

Title

Date

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5.3 CERTIFICATE OF INTERESTED PARTIES FORM 1295

Business Entity: Disclosure of Interested Parties
Texas Government Code § 2252.908
TEXAS ETHICS COMMISSION FORM 1295 Instructions

This Form is required in the submission of your bid proposal:

Instructions - Form 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. "Interested Party" means a person:
 - a. Who has a controlling interest in a business entity with whom a governmental entity contracts; or
 - b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
2. "Intermediary" means "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a. Receives compensation from the business entity for the person's participation;
 - b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c. Is not an employee of the business entity.
3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
4. "Contract" includes an amended, extended, or renewed contract.
5. "Controlling Interest" means:
 - a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
 - c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

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v11.24.2022

5.4 CHANGES TO FORM 1295

Changes to the [law](#) requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a form 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the [law](#) to require Form 1295 to include an “unsworn declaration,” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory, and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (*available* [here](#)).

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5.5 CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of vendor who has a business relationship with local governmental entity. 	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____ Name of Officer</div>	
4	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"><p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p><p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p><p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p></div>	
5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 	
6	<input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	<div style="display: flex; justify-content: space-between;"><div>_____ Signature of vendor doing business with the governmental entity</div><div>_____ Date</div></div>	

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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5.6 VENDOR INFORMATION



EL PASO WATER PURCHASING DEPARTMENT
VENDOR INFORMATION FORM This form must be accompanied by an IRS W-9 Form

☐ Vendor ☐ Add ☐ Update ☐ Inactivate ☐ Contractual Employee ☐ City of El Paso Employee

Send form back To: – Mirtha Solis, Senior Purchasing Agent by email at Purchasing.Info@epwater.org
or by Fax at 915-594-5689)

VENDOR SALES ADDRESS: If same as W-9 check here ☐ if not please use separate sheet to indicate different pay to, or invoice to, or issue P.O. to address other wise order, P.O, or payable issued to address below.

Company Name: _____
Street: _____
City: _____ **State** _____ **Zip Code** _____
Contact Name & Title: _____
Telephone # (_____) _____ **Fax #** (_____) _____
E-Mail Address: _____ **Web address:** _____

VENDOR PROFILE QUESTIONNAIRE:

- (Yes ☐) (No ☐) Small business concern (Less than \$7,000,000.00 Annual Receipts or 100 employees.)
- (Yes ☐) (No ☐) Minority-owned business (At least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Hispanic American, Asian American, or Native American.)
- (Yes ☐) (No ☐) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
- (Yes ☐) (No ☐) Historically Underutilized Business (HUB) if your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.
- (Yes ☐) (No ☐) Disadvantage Business Enterprise -if your company is certified please send us a photo copy. We must have an updated copy of the certificate on file.

***El Paso Water employees only (IRS withholding not required for the following items)**

☐ Pension ☐ Refund ☐ Mileage ☐ Reimbursement ☐ Settlement ☐ Travel Request ☐ Tuition Reimbursement.

***Contractual Employees or Vendors**

- Based on W-9, Individual/Sole Proprietor or partnerships are marked as withholding. Corporation is not marked as withholding. ***INFORMATION ON HOW TO COMPLETE THE W9 FORM PLEASE GO TO <http://www.irs.gov>**
- Vendors for Rent, Medical Services, and Attorney fees are **always** marked as withholding, even if they are a corporation.

IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned)

☐ Wages (Withholding / Default Class 7) ☐ Juror (No Withholding / No Default Class)
☐ Goods (No Withholding / No Default Class) ☐ Services (Withholding / Default Class 7)
☐ Settlement / Attorney Proceeds (Withholding / Default Class 14) ☐ Rental Property (Withholding / Default Class 1)
☐ Medical & Healthcare (Withholding / Default Class 6) ☐ Stipend (No Withholding / No Default Class)
☐ Garnishment Vendor (No Withholding/No Default Class) ☐ Corporation (No Withholding/No Default Class)

[End of Solicitation]

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23 2023 (Final).docx
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PORTABLE CHEMICAL TOILET RENTALS\01. Solicitation Documents
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otm
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Author: Mirtha Solis
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