

# CITY OF SAN ANGELO REQUEST FOR PROPOSAL

**Finance Department**

## **Audit Services & Comprehensive Annual Financial Report Preparation**

RFP No. FIN-01-19



City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

**Submittal Deadline**

**May 22, 2019/2:00 PM, Local Time**

## TABLE OF CONTENTS

*This Table of Contents is intended as an aid and not as a comprehensive listing of the solicitation package. Respondents are responsible for reading the entire package and complying with all specifications.*

<b>INTRODUCTION .....</b>	<b>1</b>
GENERAL .....	1
PRE-PROPOSAL CONFERENCE.....	1
INSURANCE AND INDEMNIFICATION REQUIREMENTS .....	1
QUALIFICATION STATEMENT.....	1
CONFIDENTIALITY .....	1
DOCUMENT AVAILABILITY .....	1
DIGITAL FORMAT .....	1
INTERPRETATIONS .....	1
REQUIRED RESPONSE.....	1
DEADLINE AND DELIVERY LOCATION .....	1
COPIES.....	2
ADDENDA .....	2
AWARD OF CONTRACT .....	2
ACCEPTANCE OF PROPOSAL CONTENT.....	2
EQUAL EMPLOYMENT OPPORTUNITY.....	2
PROPOSAL TERM.....	2
POINTS OF CONTACT.....	3
<b>1. INSTRUCTIONS TO RESPONDENTS.....</b>	<b>4</b>
1.1. CORRECTIONS, ADDITIONS, OR DELETIONS.....	4
1.2. EXAMINATIONS OF RFP DOCUMENTS .....	4
1.3. TAXES.....	4
1.4. AUTHORIZED SIGNATURE .....	4
1.5. MODIFICATION OR WITHDRAWAL OF PROPOSALS.....	4
1.6. RESTRICTIONS ON COMMUNICATION .....	4
1.7. DISQUALIFICATION.....	5
1.8. RESERVATIONS .....	5
1.9. ACCEPTANCE.....	5
<b>2. SCOPE OF SERVICES REQUESTED.....</b>	<b>6</b>
2.1. GENERAL .....	6
2.2. AUDIT STANDARDS AND PROCEDURES .....	6
2.3. ASSISTANCE AVAILABLE TO AUDITORS.....	7
2.4. ADDITIONAL INFORMATION .....	7
<b>3. PROPOSAL FORMAT.....</b>	<b>8</b>
<b>4. SELECTION PROCESS.....</b>	<b>10</b>
<b>5. NO BID REPLY .....</b>	<b>11</b>
<b>6. SUBMISSION FORMS .....</b>	<b>12</b>



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## INTRODUCTION

### General

The City of San Angelo, Texas (City) is requesting for proposals (RFP) from qualified persons or firms to contract for the professional services for an annual audit of the City's financial accounts including the preparation of the Comprehensive Annual Financial Report. In order for a proposal to be considered, the persons or firms responding to this proposal (Respondents) must demonstrate the capacity to perform all of the services described in the request for proposals.

### Pre-proposal Conference

A pre-proposal conference will be conducted on **May 9, 2019 in City Hall at 3:00 PM, in the Basement Conference Room** to address any inquiries related to this Request for Proposals or any of the comprehensive audit requirements outlined herein.

### Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the draft project agreement included within this bid package. Please review the insurance and indemnification requirements with your insurance agent prior to submitting your proposal.

### Qualification Statement

Vendors should be advised that a qualification statement might be required by the City upon request.

### Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

### Document Availability

Proposal Documents are available in the Purchasing Division or may be downloaded from the City's website at [www.cosatx.us](http://www.cosatx.us). To locate the documents on the website go to:

- Bid Information > RFP: **FIN-01-19/Audit Services & Comprehensive Annual Financial Report Preparation**

### Digital Format

If proposal specifications are obtained in digital format in order to prepare a response, the response must be submitted in hard copy according to the instructions contained in this proposal package. If, in its response, respondents make any changes whatsoever to the published proposal specifications, the proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email [sapurch@cosatx.us](mailto:sapurch@cosatx.us) or in writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

### Required Response

The City requires a response to any Request for Proposal (RFP) notifications mailed to potential vendors. Should a company choose not to participate, then in order to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

### Deadline and Delivery Location

Sealed RFP submittals must be received no later than **May 22, 2019, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals received after the bidding deadline, regardless of the mode of delivery, will be not be considered.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

***It is the sole responsibility of the vendor to ensure that the sealed RFP submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.***

***Faxed or electronically submitted proposals will not be accepted.***

#### **Copies**

Submit: One (1) unbound original (binder clips acceptable), six (6) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

#### **Delivery Address:**

City of San Angelo  
Purchasing Division, RFP: **FIN-01-19**  
72 W. College Ave., Suite 310  
San Angelo, Texas 76903

**Mark Sealed Envelope: "RFP NO. FIN-01-19/Audit Services & Comprehensive Annual Financial Report Preparation"**

#### **Addenda**

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Respondents should **acknowledge any addenda and return the form with their proposal package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.

#### **Award of Contract**

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

#### **Acceptance of Proposal Content**

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

#### **Equal Employment Opportunity**

Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

#### **Proposal Term**

This proposal will be for three (3) years effective from the City Council award date. The City shall, at its sole discretion, have two (2) options to extend the term hereof for additional, one (1) year periods, based on a finding that the exercise of the option is in the City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed two (2) years.

The respondent must notify the City ninety (90) days prior to the end of each term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given for termination.



## **CITY OF SAN ANGELO**

### **PURCHASING DIVISION**

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

#### **Points of Contact**

##### **During RFP:**

##### **Nolan Sosa, Manager**

Purchasing Division  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903  
sapurch@cosatx.us  
(325) 657-4219

##### **Contract Manager After Award:**

##### **Tina Dierschke, Director**

Finance Department  
City of San Angelo  
72 W. College Ave.  
San Angelo, Texas 76903



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## 1. INSTRUCTIONS TO RESPONDENTS

### 1.1. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

### 1.2. Examinations of RFP Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

### 1.3. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

### 1.4. Authorized Signature

Proposals must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

### 1.5. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a respondent or their authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

### 1.6. Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFP or from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFP;
3. Respondents may submit written questions concerning this RFP to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us). **Please ensure the RFP Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at [www.cosatx.us](http://www.cosatx.us). Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

The City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

#### **1.7. Disqualification**

The respondent may be disqualified for any of the following reasons:

- A. The respondent is involved in any litigation against the City of San Angelo;
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The proposal is not received by the proposal submittal deadline; or,
- E. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

#### **1.8. Reservations**

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure;
- B. Extend the proposal closing time and date;
- C. Reissue a bid invitation or RFP;
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

#### **1.9. Acceptance**

Acceptance of respondent's offer will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## 2. SCOPE OF SERVICES REQUESTED

### 2.1. General

The Texas Local Government Code, Chapter 103, and the City Charter, Section 34, specify that the City Council will provide for an independent annual audit of the City accounts. Such independent audits shall be performed by a Certified Public Accountant or a firm of such accountants. The scope of the audit shall be comprehensive and shall include all funds and account groups of the City as well as all state and federal grant funds.

The City currently operates under the Council-Manager form of government. The City's 2018-2019 fiscal year budget provides for \$150 million in operating expenditures to furnish the full array of municipal services to its citizens. Attachment "A" includes selected data related to the City's finances.

All costs related to the preparation of the proposal and any related activities, such as interviews, are the sole responsibility of the Respondent. The City assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

### 2.2. Audit Standards and Procedures

The examination will be made in accordance with Generally Accepted Auditing Standards as prescribed by the American Institute of Certified Public Accountants (AICPA), Governmental Accounting Standards Board (GASB), the US General Accounting Office's (GAO) Standards, Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities guidance (Uniform Grant Guidance or UGG), the State of Texas Single Audit Circular, and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. The audit report should be in the format as required by GASB Statement No. 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.

The City also desires the auditor to express an opinion on the fair presentation of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining funds of their basic financial statements, including the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America.

The auditor is not required to audit the supporting schedules in the annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the limited auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the management's discussion and analysis, introductory, or statistical sections of the report.

In accordance with Government Auditing Standards, a separate report will be required considering internal controls over financial reporting. In accordance with the Uniform Grant Guidance (UGG), a report on compliance with the requirements of major federal programs and on internal control over compliance is required.

Auditors shall make an immediate, written report of any and all irregularities and/or illegal acts of which they become aware to the City Manager and Director of Finance. Auditors shall also provide training to the appropriate members of City staff with respect to such irregularities.

Prior to the commencement of detail audit work, the selected person or firm will review its written audit program with the City, identifying the plan for testing records, the procedures for using statistical sampling and computer auditing, and the methodology for evaluating internal controls.

A draft of the report shall be submitted to the City no later than January 31<sup>st</sup> of each year with a final report submitted no later than the second week of February each year. Auditors shall present the audit report to the Audit Committee no later than February 28 and to the City Council no later than the first meeting in the month of March. The person or audit firm selected must have **print-ready copies as well as seven (7) hard copies** of the required reports and exhibits available to the City for approval and review in addition to the supporting spreadsheets accumulating the information from the various individual funds based upon trial balance and subsidiary information. Additionally, the person or firm selected will prepare the financial report in such a manner that it will enable the City to receive a **Certificate of Achievement for Excellence in Financial Reporting** from the Government Finance Officers Association (GFOA). The City will use separate reports to fulfill the annual audit requirements of





the City Council, the reporting requirements for Federal financial assistance as specified by the Single Audit Act of 1984, and for the report on the audit of Passenger Facility Charges as required by the Federal Aviation Agency.

The audit working papers must be retained for a period of not less than five (5) years after the date of the auditor's opinion or until notified in writing that all relevant agency reviews have been accomplished, whichever is later. The working papers must be made available for review by Federal audit agencies and/or designated representatives thereof.

### **2.3. Assistance Available to Auditors**

All inquiries into the financial records and accounting procedures of the City shall be directed through the Director of Finance or their designee. Any scheduled interviews with other City administrators will be made available by the Finance department.

During the audit period, the Finance Department devotes a substantial portion of staff time to audit work preparation. The Assistant Director of Finance and Internal Auditor are key contacts in assisting the audit firm. All other Finance staff is available to provide support to the audit firm and assistance in locating and replacing permanent records. All printed information will be made available to for use by the audit firm. City staff will be responsible for review and direction of the report and compilation of the statistical section.

The individual grants of the City are managed by various grant administrators. Compliance questions can be answered by the Assistant Director of Finance or those persons responsible for the management of the various grants. The Finance Department performs accounting and recording functions only.

The City Clerk keeps on file, properly indexed for ready reference, all ordinance records, minute records, contracts, leases, and agreements. Records of this type will be made available through that office. The City Attorney's staff will be made available to provide legal counsel pertinent to the annual audit.

A work space will be made available for the City auditors. Additional space can be made available as needed with proper advance notice to the appropriate staff members.

Armstrong, Backus, and Co. has performed the annual audit and prepared the Comprehensive Annual Financial Report for the past several years. This firm may accommodate those persons or firms interested in the annual audit with specific inquiries or questions at the proposing firm's expense. Additionally, information may be obtained on the City Finance Department's webpage: <http://www.cosatx.us/departments-services/finance>.

### **2.4. Additional Information**

Listed below are various statistics relating to the City that may have an effect on the amount of work necessary to complete the audit. The figures given are approximate, based on historical and anticipated data.

• Population .....	100,119
• Authorized Full-Time Positions.....	965
• Water Customers.....	34,868
• Building Permits Issued .....	7,761
• Accounts Payable Checks Issued .....	11,320
• Journal Entries Processed .....	930
• Purchase Orders Processed .....	2,500
• Separate Accounting Funds Maintained .....	53
• 2019 Property Tax Levy .....	\$39,350,038
• 2019 Total Operating Budget.....	\$150,390,000



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

### 3. PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

#### **FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.**

To aid in the evaluation, all responses shall follow the same general format. Each section has a maximum page limit:

##### **1. Table of Contents (1 page)**

Include a clear identification of the material by section and by page number.

##### **2. Scope (5 pages)**

Clearly describe the scope of the required services to be provided to ensure consistency with the City's needs. The scope of required services shall be defined in terms of both financial statement examination and compliance examination.

##### **3. Staff Qualifications and Organization Experience (5 pages)**

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff experience and qualifications. Identify the principal supervisory and management staff, including engagement partners, managers, and other supervisors and specialists who would be assigned to the engagement as well as billing rates for each. Indicate whether each person is registered or licensed to practice as a Certified Public Accountant in Texas. Provide information on government auditing experience of each person, including (but not limited to) information on professional experience, educational background, information on relevant continuing professional education for the past three (3) years, and membership in professional organizations relevant to the performance of this audit. Indicate how the quality of the staff will be assured over the term of the engagement.

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

Other audit personnel may be changed at the discretion of the proposer provided these replacements have substantially the same or better qualifications and/or professional experience. The City of San Angelo retains the right to approve or reject these replacements if it is determined by City administrators that such replacements would prove detrimental to the successful performance of the tasks described herein.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement defining whether that quality control review included a review of specific governmental engagements.

##### **4. Approach in Providing Services (5 pages)**

Describe your firm's approach to conducting the examination. All major components should include the estimated hours anticipated in examining major funds and account groups (i.e. General, Enterprise, Capital Projects, etc.). Administrative, planning, and report preparation estimated hours should be segregated from other components.

##### **5. Prepared by Client (PBC) items**

Outline the duties and responsibilities that are expected to be accomplished by City staff.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

#### **6. Independence**

Respondents should provide an affirmative statement that it is independent of the City, as defined by Generally Accepted Auditing Standards/the U.S. General Accounting Office's *Government Auditing Standards*.

Respondents should also list the firm's or proposed contractor's professional relationships involving the City or any of their agencies or component units/agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to the successful performance of the proposed audit.

#### **7. License to Practice in the State of Texas**

An affirmative statement shall be included that the respondent (and all assigned key professional staff) are properly licensed to practice in the State of Texas throughout the term of the agreement.

#### **8. References - Governmental Experience**

List the most significant engagements performed in the last five (5) years that are similar to the engagement described in this document.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the names and telephone numbers of the principal client contacts.

#### **9. Ongoing Consultation**

Provide a detailed schedule of charges for continuous consultation with the City for auditing, accounting, and internal control matters between audit periods.

#### **10. Fee Schedule (1 page)**

Provide fixed fee estimates for the City's annual audit requirements with separate cost estimates for printing and assembling the annual report (the City may elect to assume responsibility for reproduction costs). Provide cost estimates for each of the two annual extensions described in the proposal term. The audit contract will be for a term of three years, with two (2) automatic one-year renewals, provided that either party may terminate the contract for any period remaining by written notice to the other party no later than ninety (90) days following delivery of the previous audit report.

Provide a proposed fee schedule by year. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).

- Organization shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- Respondents may submit proposals on any task or combination of tasks, and may propose alternate payment methods (e.g. hourly rates). However, expenses not specifically listed will not be considered.
- The actual contract amount will be negotiated after the respondent has been selected and the scope of work finalized.

Please note: The City of San Angelo does not pay for services before it receives them. The City cannot accept contract terms with upfront payment terms or deposits.

#### **11. Letter of Engagement**

When a respondent is selected by the City to perform the requested services, that organization shall provide a letter of engagement that includes the scope of work and fees.

#### **12. Additional Data or Services Offerings (3 pages + all required forms)**

Provide any additional information considered essential to this proposal and all other required forms.

**Provide an example contract from your firm for similar services.**



#### 4. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

The City reserves the right to negotiate the final fee schedule, prior to recommending any contract.

The City's process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

The selection committee will consist of City Staff Members, members of the City's Audit Committee, and other individuals selected at the discretion of the Director of Finance or their designee.

2. The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The City then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the respondent, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will inform that respondent in writing that negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

The proposals will be evaluated based on the criteria and weighting detailed below.

Item	Criteria	Points
1	Completeness and conformity of the reply to the Request for Proposals (RFP)	10
2	Demonstrated technical expertise and experience	25
3	Adequacy of staffing, sampling techniques, analytical procedures, etc.	25
4	Availability of personnel for timely completed service	20
5	References and Qualifications	20
Total		100



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## 5. NO BID REPLY

### For FIN-01-19 / Audit Services & Annual Comprehensive Financial Report Preparation

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====  
**PLEASE PRINT**

We wish to: ☐ **Remain On**  
☐ **Be Deleted From** the list of vendors for the City of San Angelo.

#### A. We hereby submit a "No Bid" because:

- ☐ 1. We are not interested in selling through the bid process.
- ☐ 2. We are unable to prepare the bid form in time to meet the due date.
- ☐ 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## 6. SUBMISSION FORMS

### Copies

Submit: One (1) unbound original (binder clips acceptable, six (6) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

Please submit all forms in the following order:

- ☐ Contact Information Form (**IRS Form W-9**)
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Vendor Compliance With Reciprocity on Non-Resident Vendors
- ☐ List of References
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Draft Contract Cover
- ☐ Sample Contract Agreement(s)
- ☐ Survey

\*At council award, one signed, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) will be required.

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

## Submit all forms beyond this point.



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Contact Information Form**

**Vendor Name:** \_\_\_\_\_

**Authorized**

**Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

*(Cannot be a PO Box)*

City, State, Zip: \_\_\_\_\_

**Attach IRS W-9**



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

### Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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





**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## Disclosure of Certain Relationships

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Nolan A. Sosa  
Purchasing Manager

---

---

### **LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 03/05/19)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

#### **City of San Angelo City Council:**

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1  
Tom Thompson, SMD 2  
Harry Thomas, SMD 3  
Lucy Gonzales, SMD 4  
Lane Carter, SMD5 (Mayor Pro Tem)  
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

#### **Development Corporation officers are:**

Todd R. Kolls, President  
Bill Dendle, First Vice President  
David Cummings, Second Vice President  
Edward Carrasco, Director  
Garland Freeze, Director  
Max Puello, Director

Executive Director: Guy Andrews



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

**FORM CIQ**

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

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

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, 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 had 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) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

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

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**Name and Title of Authorized Representative**

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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## Debarment and Suspension Certification

### INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.





## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

**If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.**

**This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.**

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

**If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:**

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Local Preference Consideration Application**

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Business Type:**

- ☐ Corporation – Indicate state of incorporation \_\_\_\_\_
- ☐ Partnership – Indicate “general” or “limited” \_\_\_\_\_
- ☐ Sole proprietorship \_\_\_\_\_

**Attachments:** ***Describe in writing, and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

---

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Attach description and documentation of economic impact as outlined on previous page)



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

- A. Non-resident Vendors in \_\_\_\_\_ (give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in \_\_\_\_\_ (give state), our principal place of business, are not required to underbid resident vendors.

- B. Our principal place of business or corporate offices are in the State of Texas: \_\_\_\_\_.

VENDOR:

(Please print)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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





**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

### List of References

List five (5) references of similar scope and size giving company name, contact information, and term.

#### Reference One

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

#### Reference Two

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

#### Reference Three

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

#### Reference Four

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

#### Reference Five

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_



## Special Insurance Rider

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

**1.1 Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

**1.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

**1.3 Workers' Compensation and Employer's Liability.** If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

**1.3 Professional Liability.** This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$2,000,000.00 Combined Single Limits

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

**1.4 Cyber Liability.** This policy shall be an occurrence-type policy and shall protect provider and additional insureds against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

\$ 5,000,000.00	Privacy Notification and Crisis Management Expense
\$ 5,000,000.00	Information Security and Privacy Liability
\$ 5,000,000.00	Regulatory Defense and Penalties
\$ 5,000,000.00	Payment Card Industry Fines and Assessments
\$ 5,000,000.00	Website Media
\$ 5,000,000.00	Business Interruption
\$ 5,000,000.00	Extra Expense
\$ 5,000,000.00	Data Assets coverage
\$ 5,000,000.00	Cyber-Extortion
\$ 5,000,000.00	Computer Fraud
\$ 5,000,000.00	Funds Transfer Fraud
\$ 5,000,000.00	Social Engineering/Fraudulent Instruction Coverage

**Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name and Title of Authorized Representative

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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### Verification Relating to Prohibited Contracts – Israel

##### City of San Angelo, Texas, RFP FIN-01-19

My name is \_\_\_\_\_, "Declarant":  
(First) (Middle) (Last)

My date of birth is \_\_\_\_\_; and,

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State)  
\_\_\_\_\_, and \_\_\_\_\_  
(Zip Code) (Country)

My position with \_\_\_\_\_, contracting company, is \_\_\_\_\_  
(contracting company) (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of  
(County)

\_\_\_\_\_, 20 \_\_\_\_\_.  
(Month)

\_\_\_\_\_  
Declarant



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Draft Contract Cover**

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

\_\_\_\_\_ I have read and can comply with all contract terms. I am not returning the draft contract.

\_\_\_\_\_ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Contract #** \_\_\_\_\_

**RFP No. FIN-01-19**

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

**CITY OF SAN ANGELO/OWNER,** \_\_\_\_\_ **Department**  
**Director/Representative:** \_\_\_\_\_, **Director**  
**San Angelo, Texas, 76903**  
**Telephone: (325)** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_  
*(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐*

**Authorizing Officer/Agent:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**General Description of Project & Scope of Work:** \_\_\_\_\_  
**(The general description of the project that is set forth in the RFB/RFP will be included here)**  
\_\_\_\_\_

**Effective Date:** This contract shall be effective from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Date of City Council Authorization** \_\_\_\_\_, 20\_\_\_\_

**Contract Time:**

☐ Contractor agrees to substantially complete Work within \_\_\_\_\_ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☒ The initial term of the contract agreement will be in effect for three (3) years effective from the City Council award date. The City shall, at its sole discretion, have two (2) options to extend the term hereof for additional, one (1) year periods, based on a finding that the exercise of the option is in the City's best interest, subject to availability and appropriation of funds. City



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

Council approval shall not be required as long as the total extended term does not exceed two (2) years.

The respondent must notify the City ninety (90) days prior to the end of each term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given for termination.

**Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:**

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☐ **Applies** / ☒ **Does Not Apply** to this contract.

**Contract Price:** Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

☐ Base Price \$ \_\_\_\_\_,

☒ **Schedule of Rates and Charges,**

☐ plus Alternate 1 \$ \_\_\_\_\_,

☐ plus Alternate 2 \$ \_\_\_\_\_,

☐ plus Alternate 3 \$ \_\_\_\_\_

for a total sum of \_\_\_\_\_ **AND NO/100 DOLLARS (\$ ),** except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

**Contract Documents Adopted by Reference:** The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFP No. FIN-01-19

☐ ADDENDUM 1 to bid dated \_\_\_\_\_, 20\_\_\_\_

☐ ADDENDUM 2 to bid dated \_\_\_\_\_, 20\_\_\_\_

☐ ADDENDUM 3 to bid dated \_\_\_\_\_, 20\_\_\_\_





**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

- ☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)
- ☐ City of San Angelo Standard Professional Services Contract Terms (effective \_\_\_\_\_, 2018)
- ☒ City of San Angelo Special Contract Terms for Non-Professional Contracts (effective April 16, 2018)  
(CMAR./Prof. Svcs./other)
- ☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)
- ☐ Plans: \_\_\_\_\_  
(Include engineering entity, date, part/phase and other identifying information)
- ☐ Technical Specifications \_\_\_\_\_  
(Include source, date, part/phase and other identifying information)
- ☒ Contractor's Response to RFP No. FIN-01-19
- ☒ Other: Sample Contract for Similar Services

**Acknowledgement of Receipt of Contract Documents:**

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFP No. FIN-01-19 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFP shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

**Separately Executed Contract Documents:** The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☐ Bid Security (based on base bid price)



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

☐ Performance & Payment Bonds (if applicable)

☒ “Conflict of Interest Questionnaire” Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☒ Local Preference Consideration Application & Economic Impact Details

☒ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance

☒ Special Insurance Rider

☒ Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), submitted to City of San Angelo Purchasing Division.

**Contractor Representations and Warranty:** Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

**Authority to Execute:** Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

**CONTRACTOR:**

\_\_\_\_\_

BY: \_\_\_\_\_  
(Name and office held)

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CITY OF SAN ANGELO:**

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

**ATTEST:**

\_\_\_\_\_  
Julia Antilley, City Clerk

DATE: \_\_\_\_\_  
(SEAL)

**City Official Approvals:**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Tina Dierschke, Director of Finance

APPROVED AS TO RISK:

\_\_\_\_\_  
Charles Hagen, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

### Survey

How did you hear about this RFP?

- ☐ Newspaper
- ☐ Email
- ☐ Letter
- ☐ City Website
- ☐ Person: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_