

# REQUEST FOR PROPOSAL CITY OF SAN ANGELO

## Finance Department Auditing Services for Hotel Occupancy Taxes

RFP No.: FIN-02-14



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

**RFP SUBMITTAL DEADLINE**  
**February 3, 2015, 2:00 P.M. Local Time**



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## **INTRODUCTION**

The City of San Angelo, Texas (City) is requesting for proposals (RFP) from qualified persons or firms to contract for the professional services for Auditing and Collection Services for Hotel Occupancy Taxes. 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 January 22, 2015 in City Hall at 2:00 PM, in Conference Room B109 to answer any questions relating to the RFP and the comprehensive audit requirements. A conference call number has also been established. The access information is:

- Telephone Number: (325) 486-3778 Meeting: 8675309

### **Disqualification**

Disqualification may occur for any of the following reasons:

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

### **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**

Proposals documents are available and may be examined or obtained without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas. The Request for Proposal is also available at <http://www.cosatx.us>. The proposal documents may be found by following the links.

- Bid Information (Scroll to the bottom of the homepage)
- RFP: FIN-02-14/Auditing and Collection Services for Hotel Occupancy Taxes

### **Digital Format**

If Respondent obtained the proposal specifications in digital format in order to prepare a proposal, the proposal must be submitted in hard copy according to the instructions contained in this document. If, in its response, a Respondent makes any changes whatsoever to the published proposal, the proposal as published shall control. Furthermore, if an alteration of any kind to the proposal 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 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.

#### **Addenda**

Should proposal documents and/or specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change. Respondents must review all addendums and complete, sign and include the Addendum Acknowledgement form with their proposal.

Addenda will be posted on the City's website as they are issued. Respondent is responsible for contacting the City or checking the City's website to determine if any addendums have been issued prior to submitting a response. It is the Respondents' responsibility to ensure all addendums have been considered prior to submitting their proposal.

#### **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 demonstrated competence and qualifications and then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price.

#### **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**

Proposal shall be in effect for at least 180 days from the submission date.

#### **Points of Contact**

**Roger Banks, Division Manager**  
Purchasing Department  
City of San Angelo  
72 West College Avenue, Suite 330  
San Angelo Texas, 76903  
Email: sapurch@cosatx.us  
Telephone: (325) 657-4220

**Tina Bunnell, Director**  
Finance Department  
City of San Angelo  
72 W. College Avenue  
San Angelo Texas, 76903



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

## **DEADLINE AND DELIVERY LOCATION**

### **Deadline**

Sealed submittals must be received and time stamped by **February 3, 2015, 2:00 P.M.**, Local Time. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFP submittals will not be accepted

***It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of method chosen by the respondent for delivery.***

### **Copies**

Please submit One (1) original, five (5) copies and one (1) copy in PDF format on CD or USB flash drive of all proposal documents, including any applicable questionnaires.

### **Sealed Container Addressing**

- Lower Left Hand Corner: "FIN-02-14/H.O.T. Auditing and Collection Services Taxes"
- Top Left Hand Corner: *Enter your company name and address.*

### **Delivery Addresses**

**USPS:** Purchasing Department  
RFP: FIN-02-14/Auditing & Collection Services Taxes  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

**Delivery Services (FedEx, UPS, etc):** Purchasing Department  
RFP: FIN-02-14/Auditing & Collection Services Taxes  
City of San Angelo  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

**Please ensure the delivery envelope/container is marked, "RFP Enclosed".**

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## **INSTRUCTIONS TO RESPONDENTS**

### **Corrections, Additions, or Deletions**

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

### **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.

### **Taxes**

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

### **Authorized Signature**

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

### **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 Department. A proposal may also be withdrawn in person by a respondent or his authorized agent, provided his identity is made known and he signs 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 Department.

### **Restrictions On Communication**

- A. 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. Conversations with the current contract holder concerning the current Agreement;
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this proposal.
4. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until January 26, 2015, 1:00 P.M., local time to allow sufficient time for evaluation and to post any addendums to the website. Questions received after the stated deadline will not be answered. The RFP number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the

written agreement.

It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager  
Email: [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

***Please ensure the RFP Number and Title is in the Subject Line.***

Proposers must submit their questions using the following format.

- Company name, requester name, and appropriate contact information
- Clearly state the question
- Include specific reference to the applicable Request for Proposal section(s)

Questions, if answered, will be will be posted in the form of an Addendum to the City's website at [www.cosatx.us](http://www.cosatx.us). Respondent is responsible for checking the website or calling the City to determine if any addendums have been issued prior to their submittal.

5. Communications as allowed by the specifications outlined at the Pre-Proposal Conference (if applicable).
6. 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. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
8. 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 of this section.

#### **Reservations**

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process AND:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item/service by other means.
- Increase or decrease the quantity specified, unless the respondent specifies otherwise.

**Closing Time & Date**

All Proposals must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

**Late Proposals**

Proposals received after the advertised closing time and date regardless of the mode of delivery, will not be considered.

**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.

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### **SCOPE OF SERVICES REQUESTED**

The City of San Angelo, Texas is interested in hiring a firm to perform review and audit services with regard to the City's Local Hotel Occupancy Tax revenue. Currently, the City has 36 hotel/motel establishments operating within the city. The review and audit program should include, but not be limited to:

1. Review and recommend changes to the City's Ordinance (See Attachment 1) requiring the collection and payment of HOT.
2. Identify and report to the City all establishments within the corporate city limits that should be remitting HOT to the City. This report should include number of rooms, occupancy rate, property condition and any other relevant data.
3. Review (audit) establishments internal controls relating to the preparation of the monthly HOT returns in order to determine the accuracy of those procedures over the calculation and reporting of HOT due to the City.
4. Educate all non-complying establishments about City ordinance requirements and their responsibilities in order to prevent future misallocations.
5. Test amounts calculated and paid in the last four (4) years to records maintained by the Texas Comptroller's Office and records of the establishments within the corporate city limits to determine that payments were based on verifiable revenues, correctly calculated and remitted.
6. Issue a report to the City enumerating the procedures performed and results of those procedures. The report shall include a findings section that will identify any exceptions, errors, internal control weaknesses, taxes due, or noncompliance that was noted as a result of the procedures performed.
7. Proposals must clearly specify the terms.
8. Recommend improvements for lodging provider compliance and revenue generation and administration.
9. Obtain and analyze return information.
10. Perform discovery services designed to identify and locate lodging providers not properly registered or requiring additional investigation or examination to determine compliance with City's lodging tax ordinance.
11. Perform on-site examination of records.
12. Coordinate with City as necessary to review findings and recommendations.

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## **INSURANCE REQUIREMENTS**

The firm or individual award the contract will be required to provide the following insurance requirements, General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage and will be required prior to commencement of any work following completion of a contract. For additional information, please contact **John Seaton, Risk Manager at (325) 657-4359**.

### **1      Indemnification.**

- 1.1      General Indemnification.** Contractor agrees to indemnify, defend, and hold city, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of contractor or city, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of contractor, its agents or employees, or the joint negligence of contractor and any other entity, as a consequence of its execution or performance of this contract or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by contractor hereunder. This indemnification shall survive the term of this contract as long as any liability could be asserted. Nothing herein shall require contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.
- 1.3      Prospective Application.** Any and all indemnity provided for in this contract shall survive the expiration of this contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this contract but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of contractor in performing under this contract.
- 1.4      Retroactive Application.** The indemnity provided for in this contract shall extend not only to claims and assessments occurring during the term of this contract but retroactively to claims and assessments which may have occurred during the term of previous agreements between city and contractor.

### **2      Insurance.**

- 2.1      General Conditions.** The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.
  - 2.1.1      Satisfactory Companies.** Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
  - 2.1.2      Named Insureds.** All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
  - 2.1.3      Waiver of Subrogation.** Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its

council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

**2.1.4**      **Certificates of Insurance.** At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

**2.1.5**      **Sub-Contractors' Insurance.** Contractor shall cause each Sub-Contractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.

**2.2**      **Types and Amounts of Insurance Required.** Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:

**2.2.1**      **Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

\$ 1,000,000.00	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)

**2.2.3**      **Workers' Compensation and Employer's Liability.** If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims 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
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease—Each Employee
\$ 100,000.00	Employer's Liability, Disease - Policy Limit

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

**2.2.4**      **Professional Liability.** The requirement for an additional insured endorsement does not apply to Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Contract as long as any liability could be asserted. Coverage shall be not be less than:

\$ 1,000,000.00

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## **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.**

### **1. Table of Contents**

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

### **2. Scope Section**

- Clearly describe the scope of the required services to be provided, defined in terms of both financial statement examination and compliance examination.

### **3. Audit Staff Qualifications and Experience**

- 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.

### **4. Audit Approach**

- Based on the general requirements listed in this RFQ document, please describe your overall approach and methodology for completing the services as requested.
- Under section 4, please include a timeline for completing services proposed on as well.

### **5. Firm Experience and References**

Please provide information in this section to demonstrate experience, responsiveness, a high level of customer service, and documented results in tax compliance review and recovery services, to include at a minimum:

- Provide verifiable examples by listing a maximum of five (5) projects for which tax compliance review and recovery services were provided or are being provided that are most relevant to this project. Include as references the names and telephone numbers of client officials responsible for the projects listed.
- Actual recovery amount for each client site. Include the year(s) services were performed.

### **6. Fee schedule**

- Provide a proposed fee schedule. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).
- Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- Consultants may submit proposals on any task or combination of tasks, and may propose alternate payment methods (ie: hourly rates). However, expenses not specifically listed will be considered.
- The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

## **7. Additional Data**

- Provide any additional information considered essential to this proposal and all other required forms.
- Provide an example contract from your firm for similar services.



### SELECTION PROCESS

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

All submittals shall be evaluated by a selection committee and 3-5 applicants may be selected for the short list to attend an interview, at the applicants own expense.

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

The City's process is as follows:

**A.** The selection committee will consist of:

Name	Title
Tina Bunnell	Director of Finance
Jaime Guerrero	Chief Accountant
Dale Hahn	Cash and Debt Analyst
Rebecca Tambunga	Staff Accountant

**B.** The selection committee shall evaluate all proposals that are submitted. Selection ratings will be based on 100-point scale. Ranking will be as reflected below:

Item	Criteria	Points
1	Completeness and conformity of the reply to the RFP	10
2	Overall approach and methodology to be used to accomplish the RFQ requirements	35
3	Audit Staff Qualifications and Experience	15
4	Provider Experience	25
5	References	15
<b>Total</b>		<b>100</b>

- C.** Each respondent may include a maximum of five (5) pages of information not included in the above descriptions, which may be useful and applicable to this project.
- D.** Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, any firm selected for an interview will be expected to present their proposal.
- E.** The city then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation and request the City Council's authorization to negotiate and/or execute a contract.
- F.** Following Council authorization, the contract negotiation process begins and the city negotiates first with the highest ranked offeror. 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 offeror, 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 offeror, in writing, that negotiations are ended.

- G. The selected respondent shall enter into negotiations with the City for the services to be performed.
- H. If satisfactory negotiations cannot be concluded, the City reserves the right to formally end negotiations and begin negotiations with the next highest-ranking respondent.
- I. When services and fees are agreed upon, the selected respondent shall be offered a contract subject to City Council approval.
- J. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process shall continue until an agreement is reached.
- K. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.

#### **ATTACHMENT**

- City Ordinance



**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

## **SUBMISSION FORMS**

- RFP Letter Of Interest (Required)
- Addendum Acknowledgement (if applicable)
- Conflict Of Interest form (Required)
- Debarment and Suspension Certificate (Required)
- List of References (Required)
- Rate/Fee Schedule (Required)

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**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

### Letter of Interest

The undersigned firm submits the following information in response to Request for Proposal (as amended by Addenda), issued by the City of San Angelo, Texas ("City").

- Respondent is responsible for calling the Purchasing Division or checking the City's website to determine if any addendums have been issued prior to submitting a proposal.
- Respondent also understands that the City is not bound to select any proposals for the final pre-qualified list and may reject any RFP submittal that the City receives.
- Respondent further understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the respondent, and that the RFP submittal materials will become the property of the City and will not be returned.
- Respondent agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP and accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.
- The respondent certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State departments or agencies.
- Respondent agrees that any offer submitted because of this RFP shall be binding on the Respondent for 120 calendar days following the specified opening date. Any proposal for which the respondent specifies a shorter acceptance period may be rejected.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

---

Company

---

Authorized Signature

---

Printed Name & Title

---

Address

---

City, State Zip Code

---

Date

**THIS FORM MUST BE RETURNED WITH THE PROPOSAL**

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**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

**Addendum 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 _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

**THIS FORM MUST BE RETURNED WITH THE PROPOSAL**

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**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

## **NOTICE TO VENDORS**

### **Disclosure of Certain Relationships**

**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 to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. 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 no later than the seventh (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 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.**

A handwritten signature in black ink, appearing to read "Roger S. Banks".

Roger S. Banks  
Division Manager

*Intentionally Left Blank*

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

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

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

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

4

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

\_\_\_\_\_  
Date

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 8/6/13)**

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

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Mayor Pro-Tempore: Charlotte Farmer, SMD 6  
Rodney Fleming, SMD 1  
Marty Self, SMD 2  
Johnny Silvas, SMD 3  
Don Vardeman, SMD 4  
Elizabeth Grindstaff, SMD5

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

Scott Tankersley, President  
John Edward Bariou, Jr. - First Vice President  
Tony Villarreal - Second Vice President  
Daniel Anderson - Director  
Richard Crisp - Director  
Tommy Hiebert - Director  
Pedro Ramirez – Director

Executive Director: Roland Peña





**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219 or 657-4220

**Debarment and Suspension Certification**

- (1) The prospective primary participant 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 participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

---

Company

---

Signature

---

Printed Name & Title

---

Address

---

City, State Zip Code

---

Date

**THIS FORM MUST BE RETURNED WITH THE PROPOSAL**

## Debarment and Suspension Certification

### INSTRUCTIONS

1. By signing and submitting this proposal, the prospective participant 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 participant 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 participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant 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," "participant," "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 participant 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 participant 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 participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 participant 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 participant 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.

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

**List of References**

List at least three (3) 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: \_\_\_\_\_

**REFERENCE FOUR**

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

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

<b>REFERENCE FIVE</b>
-----------------------

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

CITY OF SAN ANGELO  
HOTEL AND MOTEL TAX REPORT  
TAXPAYER NAME AND MAILING ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MONTH ENDING DATE \_\_\_\_\_

OUTLET TRADE NAME AND LOCATION ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

- |     |  |       |
|-----|--|-------|
| 1.  | TOTAL GROSS ROOM RENTAL RECEIPTS                                   | _____ |
| 2.  | LESS EXEMPT ROOM RENTALS<br>(govt. employees on official business) | _____ |
| 3.  | TAXABLE ROOM RENTAL RECEIPTS (1-2)                                 | _____ |
| 4.  | TOTAL AMOUNT OF TAX DUE (7% OF 3)                                  | _____ |
| 5.  | DISCOUNT (deduct 1% of line 4 if paid<br>before due date)          | _____ |
| 6.  | LESS PAYMENTS PREVIOUSLY PAID                                      | _____ |
| 7.  | NET TAX DUE (line 4 less line 5 and 6)                             | _____ |
| 8.  | LATE PENALTY   | _____ |
| 9.  | LATE INTEREST  | _____ |
| 10. | TOTAL AMOUNT DUE (line 7 plus 8 and 9)                             | _____ |

MAKE CHECKS PAYABLE TO: CITY OF SAN ANGELO  
72 W. COLLEGE AVE.  
SAN ANGELO, TX 76903

SIGNATURE OF OWNER OR MANAGER

\_\_\_\_\_

DATE \_\_\_\_\_

## ARTICLE 5.800 HOTEL OCCUPANCY TAX\*

### Sec. 5.801 Definitions

As herein employed, the following words, terms and phrases are defined as follows:

(a) Hotel. Shall mean any building or buildings in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, houses, or courts, lodging houses, inns, rooming houses or other buildings where rooms are furnished for a consideration, but "hotel" shall not be defined so as to include hospitals, sanitariums or nursing homes.

(b) Consideration. Shall mean the cost of the room in such hotel only if the room is one ordinarily used for sleeping, and shall not include the cost of any food served or personal services rendered to the occupant of such room not related to the cleaning and readying of such room for occupancy.

(1959 Code of Ordinances, Sec. 5-12-1)

(c) Occupancy. Shall mean the use or possession or the right to the use or possession of any room in a hotel if the room is one ordinarily used for sleeping and if the occupant's use, possession, or right to use or possession extends for a period of less than thirty (30) consecutive days.

(d) Occupant. Shall mean any person, who, for a consideration, uses, possesses, or has a right to use or possess any room in a hotel if the room is one ordinarily used for sleeping.

(e) Person. Shall mean any individual, company, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.

(Ordinance adopted 4/25/95)

(f) Finance Director. Shall mean the finance director of the City of San Angelo.

(g) Monthly Period. Shall mean the regular succeeding calendar months of each calendar year beginning with the month of January and ending with the month of December.

(1959 Code of Ordinances, Sec. 5-12-1)

(h) Permanent Resident. Shall mean any occupant who has or shall have the right to occupancy of any room or rooms in a hotel for at least thirty (30) consecutive days during the current calendar year or preceding year, so long as there is no interruption of payment for the period.

(Ordinance adopted 4/25/95)



### **Sec. 5.802 Levy of Tax; Rate; Exceptions**

(a) There is hereby levied a tax upon the cost of occupancy of any hotel where the cost of occupancy is at the rate of two dollars (\$2.00) or more per day, such tax to be equal to five and one half percent (5-1/2%) effective October 1, 1983, and seven percent (7%) effective October 1, 1984, of the consideration paid by the occupant of such room to such hotel, exclusive of the occupancy taxes imposed by other governmental agencies.

(b) No tax shall be imposed hereunder on a permanent resident.

(1959 Code of Ordinances, Sec. 5-12-2)

(c) No tax shall be imposed on the United States, the state of Texas or an agency, institution, board, or commission of this state other than an institution of higher education.

(d) No tax shall be imposed hereunder on all foreign diplomatic personnel and federal and Texas state employees traveling on official business, except state college and university personnel.

(Ordinance adopted 4/25/95)

### **Sec. 5.803 Collection**

Every person owning, operating, managing or controlling any hotel shall collect the tax imposed for the City of San Angelo. (1959 Code of Ordinances, Sec. 5-12-3)

### **Sec. 5.804 Reports**

(a) On or before the last day of the month following each calendar month, every person required to collect the tax imposed herein shall file a report with the director of finance showing the consideration paid for all room or sleeping place accommodations in the preceding month, the amount of tax collected on such occupancies, and any other information as the director of finance may reasonably require. Such persons shall pay the tax due on such occupancies at the time of filing the report. There shall also be furnished to the director of finance at the time of payment of said tax, a copy of the quarterly tax report filed with the state comptroller in connection with the State of Texas Hotel Occupancy Tax, such report to be furnished to such director of finance on or before the date the report is required to be filed with the state comptroller. The director of finance shall, upon reasonable notice, have access to books and records kept by any person required to collect the tax imposed herein which may be necessary to enable him to determine the correctness of any report filed as required by this article and the amount of taxes due under the provisions of this article.

(b) This article shall take effect as provided by the Charter of the City of San Angelo, Texas. The implementation of reporting and tax collection shall be effective from and after October 1, 1987.

(1959 Code of Ordinances, Sec. 5-12-4)

**Sec. 5.805 Purpose and Distribution of Tax**

(a) Forty-eight percent (48%) of the monies collected shall be placed in a special fund to be used for the operation and maintenance of convention facilities including, but not limited to, civic centers, convention buildings, auditoriums, coliseums, and parking areas or facilities for the parking or storage of motor vehicles or other conveyances located at or in the immediate vicinity of the convention center, coliseum or auditorium facilities.

(b) Forty-seven percent (47%) of the monies collected shall be remitted to the Convention and Visitor's Bureau for the purpose of furnishing of facilities, personnel and material for the registration of convention delegates or registrants and for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. An amount equal to at least the amount of revenue received by the city from the tax at a rate of one percent (1%) of the cost of a room must be used for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city and its vicinity.

(c) The remaining five percent (5%) of the monies collected shall be remitted to the San Angelo Cultural Affairs Council for encouragement, improvement and application of the arts.

(d) The city council by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this article. The city council shall approve in writing in advance the annual budget of the person or organization to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person or organization of revenue from the tax provided by the city. The person or organization must maintain revenue provided by the city from the tax in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account. The approval by the city council of the annual budget of that person or organization to whom it delegates those functions creates a fiduciary duty in that person with respect to the revenue provided by the city from the tax.

(e) This article shall become effective on October 1, 1989 and shall apply to taxes due and received after September 30, 1989.

(Ordinance adopted 1/6/04)

**Sec. 5.806 Penalties**

(a) If any persons required by the provisions of this article to collect the tax imposed herein, or to make reports as required herein, and pay to the director of finance the tax imposed herein, shall fail to collect such tax, file such report or pay such tax or if any such person shall file a



false report, such person shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with the general penalty provision found in Section 1.106 of this code.

(b) Additionally, if any person shall fail to file a report as required herein, or shall fail to pay the director of finance the tax as imposed herein when said report or payment is due, the city may bring suit to collect the tax or to enjoin the person from operating a hotel in the city until the tax is paid or the report filed. In addition to the amount of tax owed, such person is liable to the city for reasonable attorney's fees and a penalty of up to fifteen percent (15%) of the tax owed. Such person shall pay the director of finance the tax due, together with a penalty of seven and one-half percent (7-1/2%) of the tax due for the first thirty (30) days or part thereof that the same is not timely filed, and after the first thirty (30) days, such person shall pay an additional penalty of seven and one-half percent (7-1/2%) of such tax. Delinquent taxes shall draw interest at the rate of twelve percent (12%) per annum beginning sixty (60) days from the date due.

(Ordinance adopted 4/25/95)

#### **Sec. 5.807 Reimbursement**

Any person required by this article to collect hotel occupancy taxes may deduct and withhold from that person's payment to the city, as reimbursement for the cost of collecting the tax, an amount not to exceed one percent (1%) of the amount of the tax collected and required to be reported to the city. Provided however, any person required to pay said tax and file said reports with the city shall forfeit all rights to reimbursement for failure to pay the tax or file the reports required by the city on the dates such payments and reports are due. (1959 Code of Ordinances, Sec. 5-12-7)

#### **Sec. 5.808 Successor Liability**

(a) If a person who is liable for the payment of a tax under this article is the owner of a hotel and sells the hotel, the successor to the seller or the seller's assignee shall withhold an amount of the purchase price sufficient to pay the amount due until the seller provides a receipt from the director of finance or his designate showing that the amount has been paid or a certificate showing that no tax is due.

(b) The purchaser of a hotel who fails to withhold an amount of the purchase price as required by this section is liable for the amount required to be withheld to the extent of the value of the purchase price.

(c) The purchaser of a hotel may request that the director of finance or his designate issue a certificate stating that no tax is due or issue a statement of the amount required to be paid before a certificate may be issued. The director of finance or his designate shall issue the certificate or statement not later than the 60th day after the date that he receives the request.

(d) If the director of finance or his designate fails to issue the certificate or statement within the period provided by subsection (c), the purchaser is released from obligation to withhold the purchase price or pay the amount due.

(Ordinance adopted 4/25/95)

