



RFP'S will be received until **3:00 P.M. Central Time**, on **Tuesday, May 17, 2022**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP # 2022-018
AUDITING SERVICES

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **90** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to provide a proposal for: **AUDITING SERVICES**. The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting request for proposals for the selection of a Auditing firm in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, one (1) original marked "**ORIGINAL**," and Two (2) copies. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the

City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs 90 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package AUDITING SERVICES is used, its meaning shall refer to the request for AUDITING SERVICES as specified.

RESPONDENT’S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Assistant Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled “Addenda and Modifications”.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract

contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

NON-COLLUSION

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**
- **Non-Collusion Affidavit**

The forms stated above **MUST** be returned as part of your response. Failure to include these forms may result in your RFP being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the RFP. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the RFP submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity

or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, May 17, 2022 until 3:00 p.m.** for consideration. **One (1) original and two (2) copies** of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP for **"AUDITING SERVICES"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFP's:

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c/o City Secretary Department (1st Floor)

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c/o City Secretary
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Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be

made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14, 999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence /\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit

Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/ \$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

GENERAL OVERVIEW

The City of Edinburg is requesting proposals from Professional Certified Public Accounting Firms to provide usual and customary services relative to the auditing and preparation of financial statements of a government agency.

The vendor will perform the services listed in the Specifications Section in cooperation with the Director of Finance, Internal Auditor or designated accounting/financial personnel from the City of Edinburg. The scope of the work services may encompass other related, but undefined work associated with this project.

SECTION 6: ASSISTANCE AVAILABLE TO AUDITORS

The audit report for the year ending September 30, 2021 was performed by Luis C. Orozco, CPA, of Pharr Texas and is available for review on the City's website: www.cityofedinburg.com.

The City's Finance Director, Internal Auditor or their designee will address questions pertaining to accounting and internal control procedures and make arrangements with City's staff to work to obtain the information related to the audit. The City's assistance may include "pulling" of records-receipts, checks, and invoices for audit sampling. Reasonable notice requesting information should be previously provided to the designee(s) for staff to compile records and information. A workspace may be provided, upon request, for up to five people for the audit staff in close proximity to the accounting records and staff.

SECTION 6: SPECIFICATIONS OF THE REQUEST FOR PROPOSAL (RFP)

The primary specifications of this RFP shall be as follows:

A. General Information

The City of Edinburg, Texas, is soliciting requests for proposals (RFP) from qualified Professional Certified Public Accounting firms to provide usual and customary consulting services relative to the auditing and preparation of financial statements for the fiscal year ending September 30, 2022. The term of the audit contract will be for one (1) year, with an optional renewal of two (2) additional one (1) one year terms, not to exceed a maximum contract period of three (3) years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), Audits of States, Local Governments, and Non-Profit Organizations, and any applicable State Regulations or updates, as applicable.

The selection of auditors will consist of an evaluation and comparison of each firm's past performance, appropriate references, prior experience in other Municipalities and expertise related to the City's requirements

The City of Edinburg has two (2) discretely presented component unit, the Edinburg Economic Development Corporation (EEDC) and the Boys' & Girls' Club of Edinburg, Inc. Please indicate audit fees for the EEDC as a separate item. The City has blended component units, the City of Edinburg Local Government Finance Corporation (LGFC), and three Tax Increment Reinvestment Zones.

B. Description of the Municipality

The City is a home rule City using a modified accrual basis of accounting. More detailed information about the City and its finances can be found in the prior Annual Comprehensive Financial Reports (ACFR) and budgets, as listed on our website at www.cityofedinburg.com.

C. Fund Structure

As of April 2022, the City’s fund structure is as follows:

Fund Type/Account Group	Number of Individual Funds
General fund	1
Special revenue funds	11
Debt service funds	1
Capital project funds	1
Enterprise funds	5
Internal service funds	1
Agency funds	1
General fixed asset account group	1
General long-term debt account group	1

D. Scope of Work to be performed

The audit of the financial statements of the City’s governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City’s basic financial statements, is to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and/or as prescribed for financial audits of state and local governmental entities by the:

- General Accounting Office (GAO) (Yellow Book);
- Government Accounting Standards Board (GASB);
- Securities and Exchange Commission (SEC); and
- Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants.
- Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)
- United States Single Audit Act and Amendments.
- Statements on Auditing Standards (GAAS).
- Government Auditing Standards, issued by the Comptroller General of the United States.
- Generally accepted governmental accounting standards.
- Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future

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 fund 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 contained 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 Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), a report on compliance with the requirements of major federal programs and on internal control over compliance is required. A schedule of findings and questioned costs and any other required reports and schedules required by the Federal and State Single Audit Acts.

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

1. Entities providing federal and state financial assistance
2. Parties designated by the federal or state governments or by the City as part of an audit quality review process
3. Auditors of entities of which the City is a sub-recipient of grant funds

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

The City has received the Government Finance Officers Association of the United States and Canada’s Certificate of Achievement for Excellence in Financial Reporting for previous fiscal years and wishes to continue submission for this certification. The auditor may be required to assist in the preparation of portions of the Annual Comprehensive Financial Report (ACFR) for the convenience of the City, for example, the Pension related disclosures. *If auditor assistance in the preparation of portions of the ACFR would be considered a finding or material weakness, please note that in the proposal documents.*

The audit reports must be submitted *no later than March 15th* of each year.

The Proposal shall include:

1. Request for Proposal form, Disclosure of Principals form, Affidavit of Non-collusion form, Statement of Experience/Reference form, and a Conflict of Interest Questionnaire (Form CIQ) (as required for all vendors doing business with the City). All of these forms are included with this RFP.
2. Commitment

A transmittal letter is required, from a principal, regarding your organization’s commitment to the project.

3. Independence

The firm 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*.

The firm 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 performing the proposed audit.

4. License to Practice in the State of Texas

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

5. Firm Qualifications and Experience

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

The proposer will indicate whether they have a local office in the Edinburg or Rio Grande Valley area, and their auditing experience within the State of Texas, with particular emphasis on Texas Municipalities.

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

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City

6. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, and other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on government auditing experience of each person, in particular with regard to Municipalities, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of the staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the City's commitment to Affirmative Action.

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

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Edinburg, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

7. Presentation

The proposer is asked to consider the fee rate structures under the following scenario: The City has traditionally provided ad hoc reports and trial balances from our integrated financial accounting system which closely resemble financial statements ultimately found in ACFR documents. Using these reports, the audit team prepares financial statements and the notes thereto.

Please provide separate pricing (by year) as follows:

Report Type:	2022	2023	2024
Annual Audit Fee			
Single Audit			
EEDC Annual Audit Fee			

8. Fee Rate Maximum Price

Fee should be presented as a "Total All-inclusive Maximum Price." The fee proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. Separate pricing should be presented for Single audit, financial Statement preparation, and hourly rates for other services not connected with the annual audit.

The cost proposal should include the following information:

- a. Name of Firm.
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.

9. Engagements with Other Government Agencies

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal.

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.

10. Engagement Letter

When a firm has been selected by the City to perform the above services, that firm will be asked to submit a letter of engagement that includes the scope of work and fees.

SECTION 7: PROPOSAL, AGREEMENT AND DISPOSITION

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by the City of Edinburg shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement.

1. All proposals shall become the property of the City of Edinburg and shall not be returned.
2. The City is required to comply with Chapter 552, Texas Government Code, known as the Public Information Act. This Act establishes a state mandate in favor of disclosure of public records. As such, the information submitted to the City may ultimately be subject to disclosure as a public record, after the formal process has been completed.

Tentative Schedule for Proposal process:

RFP Issued:	April 29, 2022
Receive Proposals	May 17, 2022
Review and Selection Process	May 17 - July 26, 2019
Recommendation/City Council Award	May 31, 2022 or June 7, 2022 (Tentative dates)
Estimated preliminary Audit to commence 45 days prior to 2021-2022 Fiscal Year End	

SECTION 8: EVALUATION

The City of Edinburg reserves the right to meet with proposers to discuss their proposal. Expenses incurred as a result of said meetings shall be the proposers' responsibility.

Proposal evaluation shall be based on specified factors but other factors shall be considered.

Proposals will be evaluated using four sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and ranked. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

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

2. Technical Qualifications: (Maximum Points - 60)

- a. Expertise and Experience (Maximum Points - 45)
 - i. The firm's past experience and performance on comparable government engagements.
 - ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- b. Audit Approach (Maximum Points - 15)
 - i. Adequacy of proposed staffing plan for various segments of the engagement.
 - ii. Adequacy of sampling techniques and analytical procedures.

3. Price: (Maximum Points - 35)

4. Whether a firm is a local Business in Edinburg (Maximum Points - 5)

SECTION 9: NEGOTIATION(S)

City staff will present a Professional Services Contract Agreement to the Edinburg City Council. The selected auditing firm will execute the professional services contract prepared by the City of Edinburg. The City may, at its option, determine that a contract form provided by the vendor, subject to modification is acceptable in lieu of a City-prepared document.

The recommendation of award to the Edinburg City Council shall be based upon the offer which represents the most responsive and advantageous overall proposal for the City.

SECTION 10: STATUS OF SUCCESSFUL PROPOSER

Successful proposer shall have the status of an "Independent Contractor" as defined by IRS regulations, and shall not be entitled to any or all rights, privileges, benefits and emoluments of either an officer or employee of the City of Edinburg.

SECTION 11: HOLD HARMLESS/INSURANCE REQUIREMENTS

The successful proposer is directed to Sections 9-10 within the contract located at the end of this RFP for specific indemnification, liability and insurance requirements.

SECTION 12: FUNDING OUT CLAUSE

In the event the City of Edinburg fails to obligate requisite funds for any specified fiscal year during the contract period which would necessitate cancellation of the resultant agreement, the successful proposer shall agree to hold the City of Edinburg free from any charge other than work completed or the pro-rated portion of the authorized work.

**CITY OF EDINBURG, TEXAS
REQUEST FOR PROPOSAL
FINANCIAL AUDIT SERVICES**

Firm Name: _____

Signature: _____ Date: _____

[An authorized representative of the proposing firm shall sign this document in the space(s) provided. An unsigned proposal may be disqualified]

ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

IS PROPOSER A CORPORATION? YES NO FEDERAL TAX ID # _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

OTHER LICENSES: _____

CLOSING TIME: ONE (1) COMPLETE ORIGINAL AND ONE (2) COMPLETE DUPLICATE COPY OF REQUEST FOR PROPOSAL MUST BE DELIVERED IN A SEALED ENVELOPE TO THE CITY SECRETARY DEPT., 415 WEST UNIVERSITY DR., EDINBURG, TX 78539, RFP CLOSING TIME (3:00 P.M.) ON SEPTEMBER 9, 2019, AND BE PLAINLY MARKED ON THE OUTSIDE:

RFP FOR FINANCIAL AUDIT SERVICES

The proposer declares that they have carefully examined the specifications, the forms of this Request for Proposal, and have read and understood the "Instructions to Proposers" published with this Request for Proposal and incorporated herein by reference; and agrees that if this proposal is accepted, they will contract with the City of Edinburg, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said contract in the manner and time prescribed and in accordance with and subject to all applicable auditing and accounting regulations, and laws of the State of Texas and that they will take in full payment therefore, the agreed upon fee schedule price(s) subject to negotiated agreement in Appendix A.

DISCLOSURE OF PRINCIPALS
PRINT OR TYPE

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, & ZIP CODE: _____

Date Business Started Operations: _____

Principal Address of Company: _____

NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP ETC.:

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

SIGNATURE OF PROPOSER: _____ DATE: _____

This form must be notarized and returned with the RFP. Failure to notarize this form may be cause for disqualification from consideration for this contract.

STATEMENT OF EXPERIENCE/REFERENCES

List references to whom your firm has provided similar projects, in particular, other Municipalities. The City of Edinburg may contact these references, to affirm the quality of *similar services*. Please list any further references on another sheet of paper.

Name of Agency: _____
Contact Person: _____ Telephone #: _____
Address: _____
Description of Project: _____
Amount of Contract: \$ _____

Name of Agency: _____
Contact Person: _____ Telephone #: _____
Address: _____
Description of Project: _____
Amount of Contract: \$ _____

Name of Agency: _____
Contact Person: _____ Telephone #: _____
Address: _____
Description of Project: _____
Amount of Contract: \$ _____

**City of Edinburg, Texas
Professional Services Contract Agreement
For Financial Audit Services**

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Edinburg, a FINANCIAL corporation existing under and by virtue of the laws of the State of Texas (“City”), and _____, (“Auditor”) having a business address at _____.

RECITALS

WHEREAS, the City desires to engage the Auditor in the performance of providing FINANCIAL Audit Services. Auditor’s Services are more fully described in Auditor’s Proposals/Scope of Services/Fee Estimate dated _____, attached hereto and incorporated herein by reference. (Hereinafter referenced to as “Project”)

WHEREAS, Auditor is a qualified, independent professional firm of certified public accountants, who is not employed by the City, bears responsibility for their own taxes and expenses, and is not subject to the City's direction and control.

WHEREAS, Auditor is in good standing in the State of Texas, the Texas State Board of Public Accountancy, and all auditing and accounting regulatory agencies, and as such, is qualified to perform the Proposal under the terms and conditions set forth herein.

WHEREAS, Auditor desires to perform the Project under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these recitals and the promises set forth in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall become effective upon contract execution and will continue in effect until the Project is completed unless earlier terminated as provided herein. Auditor will audit the City’s financial statements for the fiscal year ending September 30, 2022. The term of the audit contract will be for one (1) year, with an optional renewal of two (2) additional one (1) one year terms, not to exceed a maximum contract period of three (3) years.

2. **Time Devoted to Work.**

2.1 In performing the services contemplated under this Agreement, the services and the hours Auditor is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Auditor to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

2.2 City understands that Auditor is engaged in the same or similar activities for others and that City may not be Auditor’s sole client or customer. However, Auditor represents and neither warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

3. **Program Services**

3.1 Auditor will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement, the full scope of which are set forth in the Project.

3.2 Auditor will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement, with some exceptions.

3.3 Auditor represents and warrants that Auditor is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

4. **No Unfair Employment Practices or Illegal Harassment**

4.1 In connection with the performance of work under this Agreement, Auditor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection.

4.2 Any violation of these provisions by Auditor shall constitute a material breach of contract.

5. **Payment for Project Services**

5.1 As full consideration for the Services to be performed by Auditor, City agrees to pay Auditor as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fees of _____ Dollars (\$_____) for services and reimbursables. The City will not hire or directly compensate the Auditor's employees, assistants or subcontractors, if any.

5.2 It is expressly understood and agreed that all work done by Auditor shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Auditor's services to the date of payment and shall not forfeit City's right to require the correction of any service deficiencies.

6. **Status of Auditor**

6.1 It is the intent of the parties that Auditor shall be considered an independent contractor and that Auditor, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to be a partnership or joint venture.

6.2 Neither Auditor nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

6.3 Auditor agrees that it shall be Auditor's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Auditor. Auditor shall at Auditor's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Auditor's failure to uphold any of these responsibilities.

7. **City Ownership of Proprietary Information.** All reports, drawings, plans, specifications, and other documents prepared by Auditor as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Auditor in a timely manner upon completion, termination

or cancellation of this Agreement. Auditor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Auditor's obligations under this Agreement without the prior written consent of the City.

8. **Public Records.** Auditor understands that City is subject to the provisions of Texas Government Code, Chapter 552. As such, the City may have the duty to disclose the Auditor's reports or recommendations unless a particular record is made confidential by law or a common law balancing of interests.

9. **Insurance.**

9.1 The Auditor shall take out and keep in force during the period of the Contract, at its own expense, a General Liability Insurance Policy with a Minimum Limit of \$1,000,000 Combined Single Limit (BI/PD) to protect it from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by Auditor or by any subcontractor or anyone directly or indirectly employed by either of them. There shall be no exclusions of coverage for premises-operations, products-completed operations, blanket contractual, broad form property, independent contractors, personal injury, explosion and underground collapse hazard. Auditor shall maintain auto liability insurance of \$1,000,000 liability insurance including owned, non-owned and hired vehicles coverage requirements.

The Auditor shall file a Certificate of Insurance followed by an Additional Insured Endorsement to the Policy, naming the City of Edinburg as an additional insured as it relates to the specific project or program. The insurance shall be subject to approval for adequacy of protection prior to commencing work. The Auditor shall pay for and maintain such insurance at his sole cost and expense. The Auditor shall reimburse the City for any premiums paid in behalf of the Auditor by deducting said amount from compensation due the Contractor.

9.2 Auditor assumes the risk of damage to its own supplies and equipment.

10. **Indemnification.** Auditor shall indemnify, defend and hold harmless the City from any and all costs, liabilities, damages, reasonable attorneys' fees, or expenses of any kind that arise out of, or are in any way related to, the negligence or misconduct, or acts or omissions, of Auditor while performing or failing to perform Auditor's duties under this Agreement.

11. **Termination.**

11.1 Unless otherwise provided in this Agreement, this Agreement may only be terminated by either party upon ten (10) days written notice specifying the reason for termination. Such notice shall be delivered in accordance with paragraph 13.

11.2 If either party terminates the Agreement for breach of contract, the notice must specify which contractual provisions were breached and how they were breached. If the City terminates the Auditor for breach of contract, the City will pay Auditor all reasonable charges for work performed prior to the time City gives notice and for demobilization by Auditor through the tenth (10th) day after the City has given notice minus any amount the Auditor may owe the City in damages.

11.3 Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Auditor waives any and all claim(s) for damages, upon the Auditor's receipt of notice under the following conditions:

(a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement;

(b) If any federal, state or local law, including by not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;

(c) If Auditor fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement;

(d) If it is found that any quid pro quo or gratuities were offered or given by the Auditor to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

11.4 The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

12. General Provisions.

12.1 Drafting Presumption. The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

12.2 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to conflicts of law principles.

12.3 Jurisdiction: Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Texas, County of Hidalgo. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

12. **Due Authorization**. Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this agreement warrants and represents to the other party that he or she has actual authority to execute this agreement on behalf of the party for whom he or she is signing.

13. **Notice**. Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Auditor shall be addressed to:

Notice to City shall be addressed to:

Attn: Director of Finance
City of Edinburg
415 W. university Drive

Edinburg, TX 78539

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.

AUDITOR:

Signature
Mayor

Print Name of Signer

APPROVED AS TO FORM:

By: Omar Ochoa
City Attorney

CITY OF EDINBURG:

415 West University Drive
Edinburg, TX 78539

By: Dagoberto Soto Jr.
Director of Finance

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that:

(Name)

(1) He is President of _____, the Bidder that has submitted the attached Bid;
(Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this _____ day of _____, 20____.

By:

Notary Public
My commission expires

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.

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
 - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
 - 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
 - 6) *"Firearm entity" means:*
 - a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*
 - 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
 - a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE: