



**CITY OF KINGSVILLE, TEXAS
PROFESSIONAL AUDIT SERVICES
REQUEST FOR PROPOSALS 22-11**

DEADLINE:

TUESDAY, July 5, 2022

**Finance Department
400 West King Ave.
Kingsville, TX 78363**

**RFP's Due: Tuesday July 5, 2022, 2:00 PM
ATTN: Charlie Sosa
400 W. King Ave.
Kingsville, TX 78363**

OR

**P.O. Box 1458
Kingsville, TX. 78364**

GENERAL

1. **PURPOSE:**

The City of Kingsville, herein after “City”, seeks an agreement with a qualified public accounting firm, herein “Respondent”, whose principals are certified public accountants to audit its financial statements and comprehensive annual financial report (ACFR) for the fiscal year ending September 30, 2022, and for each of the two (2) subsequent fiscal years.

Audit is to be conducted in accordance with auditing standards generally accepted in the United States of America and the standards acceptable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Should the City require single audit services, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* shall be used. This service will be negotiated separate and apart if necessary.

2. **BACKGROUND:** A copy of the City’s Annual Financial Report for the Fiscal Year ending September 30, 2021 can be found at the following link and herein as ATTACHMENT C:

https://www.cityofkingsville.com/wp-content/uploads/2014/07/cityofkingsville_2020-04-14_15-40-27.pdf

Copies of the City’s Annual Financial Reports for the past several years can be found at the following link:

<http://www.cityofkingsville.com/departments/finance-department/caf-reports/>

3. **DEFINITIONS. TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of respondents to stay apprised of changes.

3.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

4. **ATTACHMENTS:** Attachments A through D are herein made a part of this solicitation:

- 4.1. Attachment A: Reference Sheet
- 4.2. Attachment B: Estimated Hours for Services
- 4.3. Attachment C: City of Kingsville Annual Comprehensive Financial Report FY 2021
- 4.4. Attachment D: Conflict of Interest Questionnaire (CIQ)

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Deborah Balli, Director of Finance
City of Kingsville
Telephone: 361-595-8009
dballi@cityofkingsville.com.

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Kingsville through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The Respondents shall have a minimum of 5 years governmental audit experience. The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the professional service specified herein.
 - 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 6.3. In order to assure the City does not encounter service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within **45 miles of the City of Kingsville.**
 - 6.4. **Persons and firms practicing Auditing Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.**

7. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their qualifications and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 7.1. Reputation of Respondent and of Respondent's goods and services;
 - 7.2. Quality of the Respondent's goods and services;
 - 7.3. The extent to which the goods and services meet the City's needs;
 - 7.4. Respondent's past relationship with the City;
 - 7.5. Any relevant criteria specifically listed in the solicitation.
8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.
- 8.1. Relevant Qualifications and Experience **50 Points**
 - 8.2. Available Resources **30 Points**
 - 8.3. Required Items, Schedules and Impact to City Staff **20 Points**

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 9.1. The initial term of the resulting agreement shall be one (1) consecutive twelve (12) month period from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing.
 - 9.2. The City reserves the right to review the Respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement or continue the agreement through the next period.
 - 9.3. The City will require a Letter of Engagement executed annually at least 60 days prior to the beginning of each succeeding twelve (12) month term.
 - 9.4. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
 - 9.5. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: documents, plans and estimates, to the City within fifteen (15) working days after completion of duties contained in the agreement.
10. **RESPONSE ACCEPTANCE:** Responses to this solicitation shall be valid for a period of ninety (90) days.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Commission approval of staff recommendation and executed agreement.
 - 11.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
 - 11.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Commission, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the Purchasing Manager for a list of additional City employees and agents who may qualify as local government officers. **Chapter 176. Texas Local Government Code**, to review this requirement.
 - 11.2.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:
 - Sam Fugate, Mayor
 - Hector Hinojosa, Commissioner
 - Edna Lopez, Commissioner
 - Norma Alvarez, Commissioner
 - Ann Marie Torres, Commissioner
 - Mark McLaughlin, City Manager
 - Courtney Alvarez, City Attorney
 - Deborah Balli, Director of Finance
 - Mary Valenzuela, City Secretary

- 11.2.2. A completed CIQ Form, herein Attachment D, is required with each response.
- 11.2.3. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

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

- 12. **ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The respondent will be notified within this time frame if the goods or services provided are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere, and the respondent may be charged full increase, if any, in cost and handling.
- 13. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the services, materials, documentation, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the services, materials, documentation, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 13.1. There is a bona fide dispute between the City and Respondent concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 13.3. There is a bona fide dispute between the Respondent and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 13.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
- 14. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Respondent a written notice of termination at the end of its then current fiscal year.
- 15. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	June 16, 2022
1.2. Deadline for questions	June 26 , 2022
1.3. City responses to all questions or addendums	June 28, 2022
1.4. Responses for solicitation due by 2:00 PM	July 5, 2022
1.5. Oral Presentation (if necessary)	TBD

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.cityofkingsville.com/purchasing>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.cityofkingsville.com/purchasing> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **2:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Kingsville
Purchasing Department
400 W. King Ave.
Kingsville, Texas 78363**

Mail to:

**City of Kingsville
Purchasing Department
PO Box 1458
Kingsville, Texas 78364**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.

- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonably qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- 5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Provide City contact(s) information for implementation of agreement.
 - 5.2. Identify specific milestones, goals and strategies to meet objectives.

SPECIFICATIONS

- 1. **SCOPE OF WORK:** Respondent shall provide the following auditing services to be conducted in accordance with auditing standards generally accepted in the United States of America and the standards acceptable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States:
 - 1.1. Express an opinion on the fair presentation of the City's basic financial statements in conformity with generally accepted accounting principles.
 - 1.2. Express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The Respondent is not required to audit the supporting schedules contained in the annual comprehensive financial report (ACFR). However, the Respondent shall provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial

statements and schedules. The Respondent is not required to audit the introductory section of the report or the statistical section of the ACFR.

- 1.3. The City's Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2021 available online at: <https://www.cityofkingsville.com/wp-content/uploads/2021/04/Annual-Comprehensive-Financial-Report-2021.pdf>.

Should the City require single audit services, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* shall be used. This service will be negotiated separate and apart if necessary.

2. **TIME SCHEDULE:** The Respondent shall submit a timeline schedule for the 2022 Fiscal Year Audit.
3. **REQUIRED ITEMS, SCHEDULES AND IMPACT TO CITY STAFF:** The City's Finance Department staff will be available during the audit to assist the successful respondent by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City and the Respondent.

Respondent shall provide a listing to the City of items and schedules required from City staff to perform audit services.
4. **DELIVERABLES:** The successful Respondent shall provide, but not be limited, to the City the following reports:
 - 4.1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles and GFOA standards.
 - 4.2. A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements.
 - 4.3. A report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance.
5. **FINAL REPORT:** The successful Respondent shall prepare the substantially complete draft financial statements, notes and all required supplementary schedules and statistical data no later than February 28, 2023 for each subsequent year and submitted to GFOA by March 31, 2023.

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) flash drive, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."
Failure to provide a flash drive may result in disqualification for award.

If supplemental materials are included with the Response, each flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
 - 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - 1.2.3. A statement of affirmation warranting compliance with State of Texas laws.
 - 1.2.4. A statement of affirmation warranting responsibilities shall not be delegated or subcontracted without prior written permission of the City.
 - 1.2.5. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Previous Performance/Experience – Provide detailed information on firm and team experience with providing Services as described in the Scope of Work.
 - 1.4.1. Respondent shall identify **proposed audit team, staff, task leaders and sub-consultants** along with their respective field and expected services to the City along with City's or Counties worked for in past along with the respective years. Information shall include education, professional registrations. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The City reserves the right to approve or disapprove all sub-consultants prior to any work being performed. **RESUMES SHALL NOT COUNT TOWARD THE 20- PAGE CONTENT LIMIT.**
 - 1.4.2. Respondent shall provide a representative list of client references of a scale and complexity similar to the services being considered by the City. The list shall include the location, client, services provided by your firm, term of services and an owner contact name, telephone and **e-mail address**. Include a brief overview of each project with, at a minimum, a short description of the services provided, including costs and methodology used for projects. ATTACHMENT A is herein required with this section.
- 1.5. Available Resources and Consultant Location – Provide information on size, resources and business history of the firm.
- 1.6. Methodology– Respondent shall define the method and approach to be used to include the level of staff and number of hours to be assigned to each proposed segment of the engagement for each year. **ATTACHMENT B** is herein required with this section.
- 1.7. Required Items, Schedules and Impact to City Staff – Respondent shall provide a listing to the City of items and schedules required from City staff to perform audit services.
- 1.8. Timeline – Respondent shall provide a timeline to complete the project as per the Scope of Work contained herein.
- 1.9. Litigation: Respondent shall provide a list of past and current litigation and pending claims against the firm if any.

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Commission, City member or body to disclose certain conflicts of interest.

Persons doing business with the city

- (a) Persons seeking discretionary contracts.
 - (1) For the purpose of assisting the City in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest.
 - (2) Subsection (a) of this section will become a permanent footnote on documents contained in City bid packets for discretionary contracts.
- (b) Disclosure of conflicts of interest by persons appearing before City Commission or City body.

A person appearing before any City Commission or other City body for the purpose of doing business with the City shall disclose to that commission or body any facts known to such person which may show or establish that:

 - (1) An employee or officer of the City that advises or makes presentations to the City Commission or City body; or
 - (2) Any member of the City Commission or City body; has or may have a conflict of interest pursuant to Chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Disclosure by persons appearing before a City Commission. Any person who appears before any City Commission who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a commissioner, or business entity in which a commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, School and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Kingsville references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() Fax Number: ()
2.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() Fax Number: ()
3.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B
RESPONDENT ESTIMATED HOURS AND FEES FOR SERVICES
FISCAL YEAR 2020

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

TITLE	ESTIMATED HOURS
PARTNERS	_____
MANAGERS	_____
SUPERVISORY STAFF	_____
STAFF	_____
OTHER (Please Specify)	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTALS FOR FISCAL YEAR 2020	_____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B
RESPONDENT ESTIMATED HOURS AND FEES FOR SERVICES
FISCAL YEAR 2021

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

TITLE	ESTIMATED HOURS
PARTNERS	_____
MANAGERS	_____
SUPERVISORY STAFF	_____
STAFF	_____
OTHER (Please Specify)	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTALS FOR FISCAL YEAR 2021	_____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B
RESPONDENT ESTIMATED HOURS AND FEES FOR SERVICES
FISCAL YEAR 2022

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

TITLE	ESTIMATED HOURS
PARTNERS	_____
MANAGERS	_____
SUPERVISORY STAFF	_____
STAFF	_____
OTHER (Please Specify)	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTALS FOR FISCAL YEAR 2022	_____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

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.

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.