

REQUEST FOR PROPOSAL  
CITY OF SAN ANGELO

**Finance Department  
Comprehensive Annual Audit Proposal**

RFP No.: FIN-01-14



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

**RFP SUBMITTAL DEADLINE**  
**August 27, 2014, 2:00 P.M. Local Time**



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## **INTRODUCTION**

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

### **Pre-proposal Conference**

A pre-proposal conference will be conducted on August 20, 2014 in City Hall at 2:00 PM, in Conference Room 202 to answer any questions relating to the RFP and the comprehensive audit requirements.

### **Disqualification**

Disqualification may occur for any of the following reasons:

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

### **Confidentiality**

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

### **Document Availability**

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

- Bid Information (Scroll to the bottom of the homepage)
- RFP: FIN-01-14/Comprehensive Annual Audit

### **Digital Format**

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

### **Interpretations**

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

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

**Addenda**

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

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

**Award of Contract**

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

The City will select the most highly qualified respondent(s) of the requested services based on demonstrated competence and qualifications and then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price.

**Acceptance of Proposal Content**

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

**Equal Employment Opportunity**

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

**Proposal Term**

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

**Points of Contact**

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

**Tina Bunnell, Director**  
Finance Department  
City of San Angelo  
72 W. College Ave.  
San Angelo Texas, 76903  
Email: tina.bunnell@cosatx.us  
Telephone: (325) 657-4270



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

## **DEADLINE AND DELIVERY LOCATION**

### **Deadline**

Sealed submittals must be received and time stamped by **August 27, 2014, 2:00 P.M.**, Local Time. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFP submittals will not be accepted

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

### **Copies**

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

### **Sealed Container Addressing**

- Lower Left Hand Corner: *"RFP: FIN-01-14/Comprehensive Annual Audit"*
- Top Left Hand Corner: *Enter your company name and address.*

### **Delivery Addresses**

**USPS:** Purchasing Department  
RFP: FIN-01-14/Comprehensive Annual Audit  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

**Delivery Services (FedEx, UPS, etc):** Purchasing Department  
RFP: FIN-01-14/Comprehensive Annual Audit  
City of San Angelo  
72 West College Avenue, Suite 330  
San Angelo, Texas 76903

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

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## **INSTRUCTIONS TO RESPONDENTS**

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

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

### **Examinations of RFP Documents**

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

### **Taxes**

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

### **Authorized Signature**

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

### **Modification Or Withdrawal Of Proposals**

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

### **Restrictions On Communication**

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

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning the current Agreement;
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this proposal.
4. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **August 22, 2014, 12:00 p.m.**, local time to allow sufficient time for evaluation and to post any addendums to the website. Questions received after the stated deadline will not be answered. The RFP number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the

written agreement.

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

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

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

Proposers must submit their questions using the following format.

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

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

5. Communications as allowed by the specifications outlined at the Pre-Proposal Conference (if applicable).
6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
8. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation of this section.

#### **Reservations**

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

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

**Closing Time & Date**

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

**Late Proposals**

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

**Acceptance**

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

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## **SCOPE OF SERVICES REQUESTED**

### **General**

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

The City currently operates under the Council-Manager form of government. The City's 2013-2014 fiscal year budget provides for \$138 million in operating expenditures to furnish the full array of municipal services to its citizens. Attachment "A" includes selected data related to the City's finances.

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

### **Audit Standards and Procedures**

The examination will be made in accordance with Generally Accepted Auditing Standards as prescribed by the American Institute of Certified Public Accountants (AICPA), Governmental Accounting Standards Board (GASB), the US General Accounting Office's (GAO) Standards, OMB Circular A-133, the State of Texas Single Audit Circular, and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. The audit report should be in the format as required by GASB Statement No. 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.

The City also desires the auditor to express an opinion on the fair presentation of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining 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 the United States Office of Management and Budget Circular A-133, a report on compliance with the requirements of major federal programs and on internal control over compliance is required.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the City Manager and Director of Finance. Auditors shall also provide training to accounting staff of any irregularities.

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

A draft of the report should be submitted to the City no later than January 31<sup>st</sup> of each year with a final report submitted no later than the second week in February each year. Auditor shall present audit report to the Audit Committee no later than February 28 and to the City Council no later than the first meeting on the first Tuesday in March. The person or audit firm selected must have **print-ready copies as well as five hard copies** of the required reports and exhibits available to the City for approval and review in addition to the supporting spreadsheets accumulating the information from the various individual funds based upon trial balance and subsidiary information. Additionally, the person or firm selected will prepare the financial report in such a manner that it will enable the City to receive a **Certificate of Achievement for Excellence in Financial Reporting** from GFOA. The City will use separate reports to fulfill the annual audit requirement of the City Council, the reporting requirements for Federal financial assistance as specified by the Single Audit Act of 1984, and for the report on the audit of Passenger Facility Charges as required by the Federal Aviation Agency.

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

#### **Assistance Available to Auditors**

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

During the audit period, the Finance Department devotes approximately 75% of staff time to audit work preparation. The Chief Accountant and Internal Auditor are key contacts in assisting the audit firm. All other Finance staff is available to provide support to the audit firm and assistance in locating and replacing permanent records. All printed information will be made available for use by the firm. The City staff will be responsible for review and direction of the report and compilation of the statistical section.

The individual grants of the City are managed by various grant administrators with the assistance of the Grant Manager. Compliance questions can be answered by the Grant Manager or those persons responsible for the management of the various grants. The Finance Department performs accounting and recording function only.

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

A work space will be made available for the City auditors. Additional space can be made available as needed.

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



## **INSURANCE REQUIREMENTS**

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

### **1 Indemnification.**

**1.1 General Indemnification.** Contractor agrees to indemnify, defend, and hold city, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of contractor or city, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of contractor, its agents or employees, or the joint negligence of contractor and any other entity, as a consequence of its execution or performance of this contract or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by contractor hereunder. This indemnification shall survive the term of this contract as long as any liability could be asserted. Nothing herein shall require contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

**1.3 Prospective Application.** Any and all indemnity provided for in this contract shall survive the expiration of this contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this contract but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of contractor in performing under this contract.

**1.4 Retroactive Application.** The indemnity provided for in this contract shall extend not only to claims and assessments occurring during the term of this contract but retroactively to claims and assessments which may have occurred during the term of previous agreements between city and contractor.

### **2 Insurance.**

**2.1 General Conditions.** The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

**2.1.1 Satisfactory Companies.** Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

**2.1.2 Named Insureds.** All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

**2.1.3 Waiver of Subrogation.** Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its

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

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

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

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

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

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

**2.2.3** **Workers' Compensation and Employer's Liability.** If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees



which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease—Each Employee
\$ 100,000.00	Employer's Liability, Disease - Policy Limit

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

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

\$ 1,000,000.00

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## **PROPOSAL FORMAT**

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

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

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

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

### **2. Scope Section**

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

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

Identify the principal supervisory and management staff, including engagement partners, managers, and other supervisors and specialists, who would be assigned to the engagement as well as billing rates for each. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on government auditing experience of each person, 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.

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 San Angelo. However, in either case, the City of San Angelo retains the right to approve or reject replacements.

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

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.

### **4. Audit Approach**

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

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

- Outline the duties and responsibilities that you expect to be accomplished by the City staff.

**6. 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.

**7. 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.

**8. Governmental Experience**

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.

**9. On-Going Consultation**

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

**10. Audit Fees**

- Provide fixed fee estimates for the City's audit requirements for years ending 2014 through 2016 with separate cost estimates for printing and assembling the annual report (the City may elect to assume responsibility for reproduction costs). Provide alternate cost estimates for years ending 2017 and 2018. The audit contract will be for a term of three years, with two (2) one-year renewal options, providing that either party may cancel the contract for any period remaining by written notice to the other party no later than 90 days after delivery of the previous audit report.

**11. 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.

**12. Additional Data**

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

**Attachment A**

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

- Population.....93,200
- Authorized Full-Time Positions .....925
- Water Customers .....35,000
- Building Permits Issued .....8,100
- Accounts Payable Checks Issued.....12,268
- Journal Entries Processed .....1,267
- Purchase Orders Processed .....5,000
- Separate Accounting Funds Maintained .....58
- 2014 Property Tax Levy.....32,632,854
- 2014 Total Operating Budget.....138,398,877

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**SELECTION PROCESS**

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

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

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

The City’s process is as follows:

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

<b>Name</b>	<b>Title</b>
Tina Bunnell	Director of Finance
Michael Dane	Assistant City Manager/CFO
Charlotte Farmer	City Councilmember/Audit Committee Member
Don McKee	Audit Committee Member
Fran Grogan	Audit Committee Member

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

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

- C.** Each respondent may include a maximum of five (5) pages of information not included in the above descriptions, which may be useful and applicable to this project.
- D.** Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted. However, any firm selected for an interview will be expected to present their proposal.
- E.** The city then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation and request the City Council’s authorization to negotiate and/or execute a contract.
- F.** Following Council authorization, the contract negotiation process begins and the city negotiates first with the highest ranked offeror. At this stage, the city may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the city and the offeror, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the city will inform that offeror, in writing, that negotiations are ended.

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





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

## **SUBMISSION FORMS**

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

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**Letter of Interest**

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

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

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**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
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**Addendum Acknowledgement**

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

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

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## **NOTICE TO VENDORS**

### **Disclosure of Certain Relationships**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo no later than the seventh (7<sup>th</sup>) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

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

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

Roger S. Banks  
Division Manager

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# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

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

\_\_\_\_\_  
Date

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

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

**City of San Angelo City Council:**

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

City Manager: Daniel Valenzuela

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

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

Executive Director: Roland Peña



**Debarment and Suspension Certification**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Date

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

## Debarment and Suspension Certification

### INSTRUCTIONS

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

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

**List of References**

List at least three (3) references of similar scope and size giving company name, contact information, and term.

**REFERENCE ONE**

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

**REFERENCE TWO**

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

**REFERENCE THREE**

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

**REFERENCE FOUR**

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

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

**REFERENCE FIVE**

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

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

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

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

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

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

