

CITY OF ALAMO
HEIGHTS

FINANCE DEPARTMENT



REQUEST FOR
QUALIFICATIONS FOR
AUDITING SERVICES

SUBMITTAL DEADLINE:
SEPTEMBER 17, 2021 @ 2:00 P.M. CDT

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INTRODUCTION

1.1 The City of Alamo Heights, Texas (the City) is soliciting Requests for Qualifications (RFQs) from qualified firms of certified public accountants to audit its annual financial statements. The term of the audit contract will be for five (5) years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984, and U.S. Office of Management and Budget (OMB) Circular A133, *Audits of State and Local Governments*.

1.2 There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals to respond to this request.

1.3 During the evaluation process, city staff reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

1.4 The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

1.5 It is anticipated that the selection of a firm will be completed before November 1, 2021. Following the notification of the selected firm, it is expected a contract will be executed between both parties within 60 days.

1.6 Term of engagement. The audit services contract will be for a five-year term. A termination clause of minimum of one hundred twenty-days will be included in the contract between the City and audit firm.

2. CALENDAR OF EVENTS

The following is a proposed calendar of events for the auditor selection. Dates are subject to change.

Date	Description of Events
August 18, 2021	Advertise Request for Audit Services Proposal
August 31, 2021	Non-mandatory pre-proposal conference at 10 a.m. City of Alamo Heights
September 3, 2021	Questions from vendors accepted up to 5:00 p.m. central time
September 8, 2021	Post Questions and Answers on City's website www.alamoheightstx.gov
September 17, 2021	Receive RFQ proposals by 2:00 p.m. at the City of Alamo Heights
October 2021	City Council presentation
October 2021	Engagement Letter executed for fiscal year 2021 audit
November 2021	Preliminary audit work begins
December 2021	Field Work begins
February 2022	Completed audit and Comprehensive Annual Financial Report to be presented to Council

3. CRITERIA FOR EVALUATION

3.1 Qualifications will be based on the firm's professional background, education and experience, including those qualifications of the local office principals managing the audit and staff assigned to the audit. (20 points)

3.2 Governmental audit experience will be based on list of client cities of similar size or larger, references with contact names and information and ability to assist municipalities obtain the GFOA Certificate of Achievement for Excellence in Financial Reporting and providing guidance to cities with new accounting and auditing standards. (30 points)

3.3 Firms size, staffing and resources available to complete the annual audit in a timely manner. (20 points).

3.4 Audit quality will be based on required information of the last 2 peer reviews and any additional information that will be useful in determining audit quality. (10 points)

3.5 Provide a complete description of the audit plan with key dates and relevant information related to your approach for completing the audit. (20 points)

4. SCOPE OF AUDIT SERVICES REQUIRED

4.1 The City desires the auditor to express an opinion on the fair presentation of the City's general purpose financial statements in conformity with generally accepted accounting principles (GAAP).

4.2 The City also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with GAAP. The auditor is not required to audit the statistical section of the report.

4.3 The auditor is responsible for the preparation of a Comprehensive Annual Financial Report to include 5 hard bound copies and one in electronic PDF format.

4.4 To meet the requirements of this RFQ proposal, the audit shall be performed in accordance with Generally Accepted Auditing Standards (GAAS) as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Additionally, the single audit work will be conducted in accordance with GAAS to meet all federal grant audit requirements.

4.5 The auditors should submit a list of requested client-prepared schedules to the City's Finance Director prior to the start of fieldwork. Because the accounting division must carry on its normal operations during the audit, time constraints should be taken into account.

4.6 Comprehensive Annual Financial Report. The City will send its Comprehensive Annual Financial Report to the Government Finance Officers Association (GFOA) of the United States and Canada for Financial Review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor may be required to provide special assistance to meet the requirements of that program.

4.6.1 The auditor agrees to provide completed and bound financial statements with an electronic original and audit opinion to the City before February 28, 2022 for the FY 2021 audit. The audits of FY 2022 through and 2025 will be due in February of each subsequent year. The City has two council meetings each month on the 2nd and 4th Mondays of each month and the completed audit will be presented to Council on the 4th Monday of February.

4.6.2 The introductory transmittal letter will be provided by the city, management discussion and analysis (MD & A) and statistical sections of the Comprehensive Annual Financial Report will be prepared by both the auditors and City staff.

4.6.3 The auditor will compile and prepare all financial statements and schedules in the financial section of the Comprehensive Annual Financial Report.

4.6.4 The notes to the financial statements will be a joint effort of the City and the auditors and will be prepared by the auditor.

4.6.5 The City reserves the right to edit the auditor's Comprehensive Annual Financial Report and make recommendations and/or modifications, in accordance with all applicable governmental reporting requirements.

4.6.6 Certificate of Achievement. The auditors should have the Audited Financial Statement completed at the earliest possible date and presented to council in February. The auditor will also prepare written responses as required by the GFOA Certificate of Achievement for Excellence in Financial Reporting, resulting from the prior year GFOA Financial Review.

4.6.7 The schedule of federal financial assistance and related auditor's report, if required, as well as reports on internal control structure and compliance are to be issued as part of the audit.

4.7 Working Paper Retention and Access to Working Papers. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years. The auditor will be required to make working papers available to the Finance Director.

5. DESCRIPTION OF THE CITY

5.1 Inquiries. The City's day-to-day working relationship with the independent auditors will be coordinated by the Finance Director. Inquiries regarding this RFQ may be addressed by email to rgalindo@alamoheightstx.gov. Inquiries should be conducted during normal business hours, Monday through Friday. Inquiries to any person other than the person so named in this RFQ may result in elimination of the proposal from any further consideration.

5.2 The City's fiscal year begins on October 1 and ends September 30 of the following year.

5.3 More detailed information about the City and its finances are available on the City's website at www.alamoheightstx.gov.

5.4 Fund Structure. The City's fund structure is as follows:

Fund Type/Account Group	Number of Individual Funds
General fund	1
Special revenue funds	9
Debt service funds	1
Capital projects funds	1
Enterprise funds	1

5.5 The City prepares its budget on the modified accrual basis of accounting for all funds. Depreciation is not budgeted in the enterprise funds. Capital outlay is budgeted as an expense in enterprise.

5.6 During the fiscal year(s) to be audited, the City may receive grants but has not been required to do a single audit in the last two fiscal years. The City does anticipate the need to perform a Single Audit during the current fiscal year to be audited.

5.7 Pension plans. The City participates in the Texas Municipal Retirement System.

5.8 Component units.

5.8.1 The City does not have any component units.

5.8.2 The City does not have a Tax Increment Finance or Reinvestment Zone.

5.9 Availability of Prior Audit Reports and Budgets. The audited Financial Statements and budgets from prior years can be found on the City's website www.alamoheightstx.gov.

6. SUPPLEMENTARY INFORMATION

6.1 The financial section of the Comprehensive Annual Financial Report will include supplementary data to which the opinion must extend with respect to the manner in which is required by GASB. This supplementary information will include the government-wide financial statements, the fund financial statements for the major governmental funds and proprietary funds, and the combining and individual financial statements and schedules for all funds of the City and its' component units.

6.2 Implementing New Accounting Standards. The auditor's assistance and consultation will be required in implementing new GASB and FASB statements at the earliest possible date, even if prior to the required effective date.

6.3 Management Letter.

6.3.1 The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the City's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

6.3.2 Any significant management recommendations should be discussed with the Finance Director as they are discovered, so that the City can ensure immediate correction of any problems.

6.4 Single Audit. If a single audit is needed, the single audit will cover all federal and state grants and/or funding. Final products will include:

6.4.1 Supplemental schedule of federal and state financial assistance;

6.4.2 Report to internal control systems and on administration of federal and state financial assistance; and

6.4.3 Report on compliance with laws and regulations.

6.4.4 For prior fiscal years, a single audit was not needed. The city may need a single audit for FYE 2021.

6.5 Working papers and Time Budgets. The City will require copies of all working papers, and may require supporting documentation on adjusting journal entries by February 15 of the subsequent fiscal year end or sooner if requested by Finance Director. The audit working papers will be made available to the City, to subsequent auditors, and to the City's cognizant federal and state audit agencies at no charge.

6.6 The audit time budget will be reviewed with the Finance Director prior to commencement of field work. An accounting of hours devoted to the job compared to budget will be submitted to the Finance Director on or before February 28, 2022, or before final payment is made by the City.

7. AUDIT QUALIFICATIONS & QUESTIONS

7.1 The City realizes that the audit firm may have local government audit and consulting expertise nationally. While this is important, the City is most interested in local government expertise available in the "local office." The local office is defined as the office from which the audit engagement will be managed and primarily staffed.

7.2 The following items should be answered and/or discussed in the RFQ:

7.2.1 A statement as to why the proposing firm is qualified to provide auditing services to the City. Proposers' response may include the firm's strengths, the local office's strengths and the firm's audit philosophy.

7.2.2 Detail the firm's overall qualifications and abilities to meet the specific requirements of this proposal including the size of the firm, the number of offices, and the number of partners and staff in the local office.

7.2.3 Identify which local office would be assigned to this engagement and list the qualifications and background of the personnel who will be directly involved with this audit. Include the names of the partners, managers, and staff that will be assigned to the City engagement. Describe the experience of personnel and include resumes as an appendix.

7.2.4 Provide a list of local government clients served by the local office in the past five years and with contact name, telephone and email address for each. Please designate which are current clients.

7.2.5 Describe any disciplinary action imposed on the local office by the AICPA, state board, state society, or SEC during the past five years.

7.2.6 Describe the results of your firm's and local office's last 2 peer Financial Review and its status under the AICPA peer Financial Review program.

7.2.7 Disclose any relationships that may exist between the City and the management and members of the firm which might impair the firm's independence.

7.2.8 Describe the firm's policy in rotating partners and managers and discuss the audit staff turnover that has occurred in the local office due to resignations or terminations in the past 24 months. Disclose the firms' policies regarding staff education and development.

7.2.9 Outline the audit plans for the audit work to be performed (include start date of the field work). Describe what your firm's philosophy will be with respect to the audit of the City.

7.2.10 Include a time budget by employee classification for the audit.

8. RFQ INSTRUCTIONS/REQUIREMENTS

8.1 Submitting RFQ. One (1) original bound RFQ proposal with (2) copies along with one (1) electronic version. RFQs must be clearly marked "RFQ FOR AUDIT SERVICES FOR CITY OF ALAMO HEIGHTS" should be delivered to the following office **by 2:00 p.m. September 17, 2021:**

City Secretary
City of Alamo Heights
6116 Broadway
San Antonio, Texas 78209

***NO PROPOSAL WILL BE ACCEPTED AFTER 2:00 P.M. ON THE DUE DATE.
LATE PROPOSALS WILL BE RETURNED UNOPENED TO THE PROPOSER.***

8.2 Responses. The proposing firm uses this RFQ form as the OFFICIAL RFQ PROPOSAL to submit information and to answer questions. Any alterations, changes or deletions to this RFQ may be grounds for the City to disregard and reject the entire proposal. Attachments are acceptable and recommended if specifically identifiable and appended.

8.3 Additional Information. The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

8.4 Rejections. The City reserves the right to reject any and all RFQ proposals and to accept the best proposal.

8.5 The first page of the RFQ proposal should indicate the name and address of the local office and the name, phone number and email address of a person(s) to contact with questions and to set up an interview.

8.6 Proposals must contain a table of contents and should include the answers to each question in the Auditor Qualification and Questions section. Please number the answers corresponding to the questions and/or requests in this RFQ.

8.7 The resumes or a summary of qualifications of key personnel should be included as an appendix to the proposal. The proposing firm will designate and commit individuals to perform the audit work. At a minimum, the Audit Partner, Manager, Site Supervisor and Direct Support Staff should be provided.

8.8 No replacements or substitutions of the above positions shall be permitted without the City's knowledge and consent.

8.9 Any additional data may be included in the proposal at the proposer's discretion. Please include such material as an appendix.

8.10 Appointment. The final appointment of an audit firm will be made by the City Council.

8.11 Specific audit approach. The RFQ proposal should set forth a work plan, including explanation of the audit methodology to be followed, to perform the services as specified in this RFQ. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. In addition, proposers are required to provide the following information on their audit approach:

8.11.1 Proposed segmentation of the engagement;

8.11.2 Level of staff and number of hours to be assigned to each proposed segment of the engagement;

8.11.3 Sample sizes and the extent to which statistical sampling is to be used in the engagement;

8.11.4 Type and extent of analytical procedures to be used in the engagement;

8.11.5 Approach to be taken to gain and document an understanding of the City's internal control structure;

8.11.6 Approach to be taken in determining laws and regulations that will be subject to audit test work; and

8.11.7 Approach to be taken in drawing audit samples for purposes of tests of compliance.

8.12 Method of payment. Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the agreement with the city. Interim billings shall cover a period of not less than a calendar month.

8.13 The City will provide the opportunity for the proposers to visit the City's Finance Department.

8.14 The contents of the proposals will be considered confidential information by the City, during the evaluation process. However, upon final award of the contract by City Council, all proposals will be available to the public.

8.15 Work area. The City will provide the auditor with reasonable work space, desk and chairs. The auditor will also be provided reasonable access to telephones, internet access, photocopying and FAX machines.

8.16 Warranties.

8.16.1 Proposer warrants that it is willing and able to obtain an errors and omission insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employee or agencies thereof.

8.16.2 Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.

**CITY OF ALAMO HEIGHTS
FINANCE DEPARTMENT**

**REQUEST FOR QUALIFICATIONS
FOR
AUDITING SERVICES**

ATTACHMENTS



CITY OF ALAMO HEIGHTS
 6116 BROADWAY
 ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	AUGUST 18, 2021	Request For Proposal Title
		AUDITING SERVICES
DATE OF CLOSING:	SEPTEMBER 17, 2021	DEPARTMENT:
TIME OF CLOSING:	(No later than) 2:00 p.m. CDT	
SUBMIT TO:	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

- (a) **Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories.** Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) **Voidable Contract.** Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any:

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign _____

Other: If checked, list business structure: _____

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

- 3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?**

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

REFERENCES - Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 3:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 4:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Alamo Heights shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Alamo Heights.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation 2. Employer's Liability	Statutory \$100,000 each accident	City to be provided a waiver of subrogation.
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

*If applicable.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND IT AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

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.23, 84th Leg. Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local government 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 government 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 vendor commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1) Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

4) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

A. Is the local government officer name in this section receiving or likely to receive taxable income from the 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 government entity?

Yes No

5) Describe each employment or business relationship with 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 more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7) _____ Date _____
Signature of vendor doing business with the governmental entity

ATTACHMENT H

VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of
Majority Owner Principal Place of
Business:

E-mail Address of Representative: _____

Authorized Representative: _____

Signature

Date

Printed Name

ATTACHMENT I
PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	*Submittal Cover / Signature Sheet (RFP Attachment A)	
	Table of Contents	
	Audit Qualification Responses	
	Resumes of Key Personnel	
	Regulatory Compliance and Criminal History Warranty (Att. B)	
	Respondent Questionnaire (RFP Attachment C)	
	Litigation Disclosure (RFP Attachment D)	
	Proof of Insurability (Letter and Copy of Current Certificate of Insurance (Attachment E)	
	Indemnification Requirements (RFP Attachment F)	
	*Conflict of Interest Questionnaire (RFP Attachment G)	
	*Vender Acknowledgement Form (RFP Attachment H)	
	Proposal Checklist (RFP Attachment I)	
	One (1) Original, Two (2) Copies of Proposal and 1 USB	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.