



*Texas City*  
EST. 1911

# REQUEST FOR PROPOSALS

**PROPOSAL NUMBER:**  
2026-003

**PROJECT TITLE:**  
Financial Audit Services

**CLOSING DATE:**  
Wednesday, January 7, 2026 at 11:00 am



No submissions after the  
above deadline will be accepted.

## KEY EVENTS SCHEDULE

<b>PROJECT NAME:</b>	<b>Financial Audit Services</b>
<b>ISSUANCE OF RFP</b>	<b>Monday, December 22, 2025</b>
<b>DEADLINE FOR QUESTIONS:</b>	<b>Friday January 2, 2026, at 11:00 a.m.</b>  All questions will be answered in the form of an addendum. All questions related to this Bid are to be directed via email: <b>purchasing@texascitytx.gov</b>
<b>SUBMITTAL DEADLINE:</b>	<b>Wednesday, January 7, 2026, at 11:00 a.m.</b>
<b>SUBMITAL REQUIREMENT:</b>	<b>One (1) Marked Original; Five (5) Marked Duplicates; one (1) USB Media Source</b>  <b>MAIL TO:</b> <b>City of Texas City Purchasing Department</b> <b>Attn: Gwynetheia Shabazz Pope, CTPM, CTCM</b> <b>1801 9<sup>th</sup> Avenue North</b> <b>Texas City, Texas 77590</b>
<b>CITY OF TEXAS CITY COMMISSION AWARD:</b>	A final determination will be made at a future City of Texas City Commission meeting. City of Texas City reserves the right to reject any and all Bids and waive any and all formalities and conditions.
<b>TERM OF SERVICE/PROJECT:</b>	An agreement shall be effective upon execution by the CoTC for two (2) consecutive years with one (1) 12-month renewal option, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

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## **SECTION 1**

### **GENERAL PROVISIONS**

Texas City is located on Galveston Bay along the Gulf Freeway (I-45) in Galveston County, approximately 40 miles southwest of downtown Houston and 10 miles northeast of Galveston Island. The population estimate in July 2024 is 58,049 which is an 11.02% increase from the 2020 census. Established in 1911, Texas City has a significant industrial base which includes five (5) petrochemical refineries, a deep-water port and the Texas City Dike. With significant frontage on the Galveston Bay and Intercoastal Waterway, most of the 70.6 square miles of the City is protected by a hurricane levee which also encompasses the industrial district. The residents of Texas City are served by numerous amenities owned and operated by the City of Texas City which include a public library, 39 parks on 997.96 acres, a water park, two convention centers, natatorium and fitness center, a shooting range, baseball sports complex, soccer field and numerous birding and nature trails. The Texas City Prairie Reserve owned by the Nature Conservancy and consisting of over 2000 acres of protected coastal prairie is located within the city limits of Texas City.

#### **1.1 Objective of this Request for Proposals**

The City of Texas City (“**CoTC**”) is requesting proposals from qualified firms to provide Professional Financial Audit Services. The selected firm will be expected to advise the City about any matters relative to municipal finance and any related tax law including, but not limited to, tax-exempt and other debt instruments and financing alternatives. The Scope of Work will be more specifically described in **Section 2** of this RFP.

**CoTC reserves the right to award multiple Agreements as a result of this RFP if deemed in the best interest of CoTC. CoTC makes no representations of any kind that an award will be made as a result of this ITB.**

#### **1.2 Public Information**

Proposer is hereby notified that CoTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

CoTC strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of this RFP information. RFP Documents are not available for public inspection until after the Agreement award. If the Proposer has notified CoTC, in writing, that the RFP Document contains trade secrets or confidential information, CoTC will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall CoTC be liable for disclosure of such information by CoTC in response to a request, regardless of CoTC’s failure to take such reasonable steps, even if CoTC is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

### **1.3 Type of Agreement**

All Proposers are hereby put on notice that if the Proposer is awarded an agreement for procurement of goods or services, CoTC is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a Proposer(s) does not guarantee the Proposer(s) that CoTC shall issue any Purchase Order(s) for the Proposer's goods or services, or guarantee any particular volume use, number, or sales.

By submitting a proposal, the Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her bid and any ensuing agreement.

Each Proposer acknowledges that CoTC has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

### **1.4 Clarifications and Interpretations**

Proposers shall promptly notify the CoTC of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. CoTC shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

CoTC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only CoTC's responses that are made by formal written Addenda will be binding on CoTC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by CoTC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Bidder must acknowledge all Addenda by completing, signing and returning the Addenda. The Addenda must accompany the proposal.

Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to CoTC website. All such addenda issued by CoTC prior to the submittal deadline shall be considered part of the RFP. CoTC shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

### **1.5 Evaluation Process**

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the CoTC's purchasing policy. All bids submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are

required by this RFP, will be opened publicly, but not read aloud. Any proposal that is not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by CoTC as non-responsive due to material failure to comply with advertised specifications.

If the Proposal Packet is incomplete or otherwise fails to conform to the requirements of the ITB, CoTC alone will determine whether the variance is so significant as to render the proposal non-responsive.

**Discussions may not be initiated by bidders. These discussions will be limited to issues and topics brought forth by the CoTC. Any attempt by a Proposer at deviating from the issues and topics to discuss other issues and topics concerning the RFP brought forth by the CoTC shall be grounds for disqualification. Proposers shall not contact any CoTC personnel during the bid process without the express permission from the CoTC's Purchasing Manager.**

A variety of factors may be used in the evaluation of the submitted proposals for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. CoTC reserves the right to determine which Bid provides CoTC with the best value and which will be in CoTC's best interest. CoTC Commission shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

- i. the purchase price;
- ii. the reputation of the Proposer's goods or services;
- iii. the quality of the Proposer's goods or services;
- iv. the extent to which the goods or services meet the municipality's needs;
- v. the Proposer's past relationship with the municipality;
- vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- vii. the total long-term cost to the municipality to acquire the Proposer's goods or services; and
- viii. any relevant criteria specifically listed in the Request for Proposals.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the CoTC's Purchasing Division. All presentations and/or meetings between CoTC and the bidder relating to this bid shall be coordinated by CoTC Purchasing Division. CoTC reserves the right to determine which bid provides CoTC with the best value and which will be in the CoTC's best interest.

CoTC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Bidders, (b) reject any and all proposals and re-solicit, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of CoTC.

Proposer is hereby notified that CoTC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by CoTC.

**1.6 City of Texas City’s Reservation of Rights**

CoTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project, service and/or good and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by CoTC.

CoTC reserves the right to award one agreement for some, or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

**1.7 System for Award Management (SAM.GOV)**

All Proposers contracting with CoTC may be required to register or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to soliciting on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by CoTC Commission. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

**1.8 No Reimbursement for Costs**

Proposer acknowledges and accepts that any costs incurred from the Proposer’s participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and CoTC has made no representation written or oral that one or more agreements with CoTC will be awarded under this RFP; (2) CoTC issues this RFP predicated on CoTC’s anticipated requirements for the Services and/or goods, and CoTC has made no representation, written or oral, that any particular scope of services will actually be required by CoTC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal; in response to this RFP.

**1.9 Withdrawals and/or Amendments**

City of Texas City reserves the right to withdraw this RFP for any reason. CoTC reserves the right to amend any aspect of this RFP by formal written Addendum prior to the submittal deadline.

**1.10 Tax Exempt Status**

City of Texas City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. CoTC will furnish Excise Tax Exemption Certificate upon request.

**1.11 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.**

City of Texas City Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 4** for these documents

**1.12 Validity Period**

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable bid to provide the goods and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the CoTC.

**1.13 Equal Opportunity Employer**

CoTC is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. CoTC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

**1.14 Conflict of Interest Questionnaire (Form CIQ)**

A person or business, and their agents, who seek to contract or enter into an agreement with City of Texas City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in **Section 4**. The form must be filed with the CoTC Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with CoTC, or submits an application, response to a request for proposals, correspondence, or other writing related to any potential agreement with CoTC. If no conflict exists, the bidder must mark the form Not Applicable or NA and return with the bid packet.

**1.15 House Bill 1295- Disclosure of Interested Parties Form**

A person or business, who enters into an agreement with CoTC, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the bidder and the CoTC. Do not submit this form unless you receive an award letter from CoTC.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**1.16 Protest Procedure**

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the CoTC's Purchasing Division within three working days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

A. All protest lodged by potential or actual proposer, contractors must be made in writing, via electronic mail, and contain the following information:

- i. Name, address and telephone number of the protestor.
- ii. Identification of the solicitation or agreement number and time.

- iii. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
  - iv. Identification of the issue(s) to be resolved and statement of what relief is requested.
  - v. Arguments and authorities in support of the protest.
  - vi. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for Bids process.
- B. In the case of Invitation for Bids, the CoTC Purchasing Division shall ask the protester deliver, via electronic mail, the protest to relevant parties.
  - C. The CoTC's Mayor has the authority to render the final determination regarding the protest. Any determination rendered by the CoTC's Mayor will be final.

**1.17 Pursuant to Sec. 2-341 of the CoTC Code – Declaration of Policy**

- A. It is the policy of CoTC to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all CoTC contracts. The purpose and objectives of this article are to:
  - i. Increase the capacity of local M/WBE's to provide products and services.
  - ii. Increase the opportunities for local M/WBE's to expand their business with CoTC and other public and private sector business entities.
- B. Provided, however, nothing herein shall require CoTC to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Bidder and otherwise qualified unless CoTC may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Bidder.

**1.18 Bid Bond – if applicable**

Each Bidder will be required to furnish with their Bids a Cashier's or Certified Check from any bank within the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest Bids payable to the City of Texas City. The certified check or Bids Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

The Bids bond or check will be forfeited to the City as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said City within thirty (30) days after receiving notice of acceptance of its Bids.

**1.19 Performance and Payments Bond(s)- if applicable**

Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000) to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the City of Texas City. They shall be written on forms provided by the surety for public works projects in Texas. A surety licensed to do business in the State of Texas must execute the bond.

Proposers shall familiarize themselves with Chapter 2253 and before submitting their proposal.

#### **1.20 Indemnification**

The contractor shall agree to assume all risks and responsibility for, agrees to indemnify, defend, and save harmless, the City of Texas City, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of City facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person (s) in or about the City's facilities with the expressed or implied consent of the City. Contractor shall pay any judgment with cost which may be obtained against City of Texas City resulting from contractor's operations under this contract.

#### **1.21 Insurance Requirements**

The proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least, the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services) as City may require, naming the City of Texas City as the additional insured:

- A. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- B. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- C. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- D. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

## **SECTION 2**

### **SCOPE OF WORK**

#### **2.1 Project Title: Financial Audit Services**

#### **2.2 Scope of Work**

It is the intent of this specification to award a firm that offers the most advantages for Professional Financial Audit Services to the City at a reasonable cost. Proposals received must meet or exceed the following minimum specifications outlined in this Scope of Work.

The City of Texas City is requesting submittals from qualified firms of certified public accountants to perform the annual audit of its financial statements. The CoTC desires the Auditor to express an opinion on the fair presentation of its basic financial statements and schedules in conformity with accounting principles generally accepted in the United States of America.

The Auditor will not be required to audit the combining and individual non-major fund financial statements and supporting schedules. However, the Auditor is to provide an “in-relation-to” report on the combining and individual non-major fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit the introductory section or the statistical section of the City’s comprehensive annual financial report (ACFR).

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by auditing standards generally accepted in the United States of America.

The Auditor is required to express an opinion on the fair presentation of the separate financial statements issued for the City of Texas City. A separate report shall be issued on compliance and internal control over financial reporting based on the audit of the City financial statements performed in accordance with governmental auditing standards

The City also requires a single audit report and schedule of expenses of federal awards.

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with Generally Accepted Auditing Standards, as well as the following guidelines and requirements:

- American Institute of Certified Public Accountants (AICPA) Industry Audit and Accounting Guide – Audits of State and Local Governmental Units
- U.S. General Accounting Office’s (GAO) Government Auditing Standards (1994, as amended)
- Provisions of the Federal Single Audit Act of 1984
- Provisions of the Single Audit Act Amendments of 1996
- Provisions of the U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments and Non-Profit Organizations
- OMB Compliance Supplement for Single Audits of State and Local Governments
- All other applicable laws, regulations and standards

## 2.3 Special Provisions

### 2.3.1 Annual Comprehensive Financial Report (ACFR)

The City sends its ACFR to the Government Finance Officers Association (GFOA) of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The Auditor will review the City's ACFR to ensure compliance with the requirements for the Certificate of Achievement for Excellence in Financial Reporting, including comparing the City of Texas City's ACFR with the GFOA Preparer Checklist. The Auditor will provide suggestions and recommendations in this proposal that will assist the City in continuing to meet the requirements of that program.

### 2.3.2 Working Papers

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

- The City of Texas City
- The United States Department of Housing and Urban Development
- U.S. General Accounting Office
- The Texas State Comptroller's Office
- Auditors of entities in which the City is a sub-recipient of grant funds
- Officials of federal or state departments that provide financial assistance to the City

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

### 2.3.3 Assistance provided by the City

The Finance Department staff and other responsible management personnel will be available during the audit to assist the Firm by providing information, documentation and explanations. Other assistance that can be expected follows:

- Information System Assistance – personnel will be available to provide systems documentation and explanation. The Auditor will be provided computer time for "Inquiry Only" functions.
- Work Area, Telephone, Photocopying and Facsimile (FAX) Machines – the City will provide the Auditor with reasonable workspace, desks, and chairs. The Auditor also will be provided with access to one telephone line, photocopying facilities, and FAX machine(s).

## 2.4 Reports, Schedules, and Statements to be Issued

Following the completion of the Audit on the fiscal year's financial statements the Auditor shall issue:

2.4.1 An independent auditor's report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

2.4.2 An independent auditor's report on compliance and internal control over financial reporting based on an audit of the financial statements performed in accordance with governmental auditing standards.

2.4.3 An independent auditor's report on compliance and internal control over compliance with requirements applicable to each major federal program and internal control over compliance in accordance with OMB Circular A-133.

2.4.4 An independent auditor's report on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.

2.4.5 A schedule of findings.

2.4.6 A summary schedule of prior audit findings and corrective action plan, if applicable.

2.4.7 Auditor's letter of recommendations to management, if applicable.

2.4.8 A separate supplemental report on the CoTC Electric System Financial Statements including a separate report on compliance and internal control over financial reporting based on an audit of the CoTC Financial Statements performed in accordance with governmental auditing standards.

2.4.9 The Schedule of Expenditures on Federal Awards and related auditor's report, as well as the related reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

## **2.5 Additional Reporting Considerations**

In the required reports on compliance and internal control, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition is a significant deficiency in the design or operations of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements or which could adversely affect the organization's ability to comply with federal laws and regulations.

2.5.1 Reportable conditions that are individually or cumulatively material weaknesses shall be identified as such in the report.

2.5.2 The reports on compliance and internal controls shall include all instances of noncompliance.

2.5.3 Deficiencies in internal control that are not reportable conditions but are detected by the Auditor shall be reported in the separate letter of recommendations to management, which shall be referred to in the reports on compliance and internal controls.

2.5.4 Auditor shall be required to make an immediate, written report on all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager, Chief Financial Officer, City Internal Auditor, Mayor, and Audit

Committee Chairperson. In the event of such irregularities at BTU, to the BTU General Manager, Chief Financial Officer, BTU Board Chairperson, City Internal Auditor, Mayor, and Audit Committee Chairperson.

2.5.5 The Auditor will be required to make presentation to the City Commission, and Audit Committee summarizing the work performed and any relevant findings during the audit.

## **2.6 Reporting to the City**

The Auditor shall ensure that the City's governing body is informed of each of the following:

- Auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Other matters required by GAAS, such as reporting of illegal acts, etc.

**SECTION 3**  
**EVALUATION CRITERIA**

**3.1 Evaluation Factors**

The Selection Committee for the City of Texas City will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated.

Proposals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the CoTC as described in the Firm's response to each requirement listed in the RFP. The Selection Committee will review all written proposals that meet the minimum requirements and will select what it deems to be the top two (2) to four (4) responses for further review. It is important that the responses be clear and complete so the Selection Committee can adequately understand all aspects of the proposal.

**3.2 Mandatory Qualifications of the Auditor**

- Properly licensed for public practice as a Certified Public Accountant
- Meets the independence requirements of the Governmental Auditing Standards published by the Governmental Accounting Standard Board
- Does not have a record of substandard audit work. Please provide the controls you firm has in place to ensure quality standards have been met; also disclose whether your firm is subject to an external quality control review process
- Has experience in successfully assisting Municipal clients in their application for and receipt of the GFOA Certificate of Achievement for Excellence in Financial Reporting
- Must demonstrate their knowledge of GASB Statement Number 34 and describe the assistance they will provide their clients with GASB 34
- Report must be submitted to the City Commission by date determined by the CFO

**3.3 Evaluation Criteria**

The City will review the submitted proposals carefully. The recommendations will be based on the proposal determined to be in the best interests of the City. Only accounting firms that meet the legal qualifications of the RFP will be considered. Other evaluation criteria with associated weights shall consist of the following:

**3.3.1 Firm's Background and Experience**

**40 %**

- Provide an affirmative statement that the firm and assigned key staff are properly registered/licensed to practice in Texas.
- Describe your firm's organizational structure.
- How many years has your firm been in business?
- Indicate the number of years of experience your firm has conducting audits of government entities similar to the City of Texas City.
- Include the address of your firm's website, if applicable.
- List the location of the office from which the work on this engagement is to be performed.

- If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
- List your firm's current or recent audit clients in Texas that are state or local government entities. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last four (4) years that are similar to the engagement described in this request. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also indicate whether the ACFR issued in connection with the audit was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- The firm is also required to submit a copy of the report on its most recent external quality control review (Peer Review as required by the AICPA), with a statement whether that quality control review included a review of specific government engagements.
- Please provide any other background that you feel is pertinent to the auditing needs expressed by the City.

### **3.3.2 Key Project Personnel**

**30 %**

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

- Professional resumes for key personnel and their responsibilities for the duration of the contract.
- Indicate the education and professional licensing of each person as it relates to this project.
- Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.

### **3.3.3 Specific Audit Approach and Strategy**

**15 %**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, and financial and other management information systems. Firms will be required to provide the following information on their audit approach and strategy

- Proposed segmentation of the engagement (such as planning, cash and investments, debt, revenue, compliance, etc.)
- Level of staff and number of hours to be assigned to each proposed segment of the engagement
- The extent to which statistical sampling is to be used in the engagement, including sampling methods, sizes, and areas of use
- Extent of use of computer audit tools in the engagement.
- Type and extent of analytical procedures to be used in the engagement
- Approach to be taken to gain and document an understanding of the City of Texas City's internal control structure
- Approach to be taken in determining laws and regulations that will be subject to audit test work.

- Describe your firm's general approach to auditing.
- List, in detail, all schedules to be prepared by City personnel as well the audit procedures which will require the assistance of City personnel to complete.
- The audit firm shall indicate the extent of any audit work to be performed in those offices which collect revenue for the City.

**3.3.4 Estimated Fees & Total All-Inclusive Maximum Price 15 %**

The response should include an estimate of the total cost of the annual audit services (including the annual Uniform Guidance/Texas single audit). The estimated total cost will be the total all-inclusive maximum fee paid under the contract for annual audit services. The total all-inclusive maximum price proposed shall contain all direct and indirect costs including all out-of-pocket expenses. A “Schedule of Profession Fees and Expenses” shall support the “All-Inclusive Dollar Cost Fee Estimate.”

<b>Firm's Background and Experience</b>	40%
<b>Key Project Personnel</b>	30%
<b>Specific Audit Approach and Strategy</b>	15%
<b>Estimated Fees &amp; Total All-Inclusive Maximum Price</b>	15%

**All firms are required to include a Sample Engagement Letter with their qualification submittal**

**3.4 Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with CoTC may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than CoTC, will be billed directly to and paid by that governmental entity. CoTC will not be responsible for another governmental entity’s debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, CoTC will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with CoTC.

**Yes, Others can purchase**      **No, Only the CoTC can purchase**



**SECTION 4**  
**APPENDICES**

**APPENDIX A – BID DOCUMENT**

**APPENDIX B – CONFLICT OF INTEREST**

**APPENDIX C – HOUSE BILLS 13, 19, 89**

**APPENDIX D – PROPERTY TAX STATEMENT**

**APPENDIX E – NEPOTISM STATEMENT**

**APPENDIX F – NON-COLLUSION STATEMENT**

**APPENDIX G – CERTIFICATION REGARDING DEBARMENT**

**APPENDIX H – NO INTENT TO SUBMIT FORM**



## Appendix A – Bid Document

**Submittal Checklist: (To determine validity of Bid)**

**Appendix A must be included in the submittal.**

**Appendix B – G all forms must be complete and included in the submittal.**

**By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:**

- |  |   |
|--|---|
| <input type="checkbox"/> Appendix B – Conflict of Interest<br><input type="checkbox"/> Appendix C – House Bill 13, 19, 89 Verification<br><input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix E – Nepotism Statement<br><input type="checkbox"/> Appendix F – Non-Collusion Statement<br><input type="checkbox"/> Appendix G – Certification Regarding Debarment<br><input type="checkbox"/> Appendix H – No Intent to Bid Form |
|--|---|

<b>All Bids delivered to the City of Texas City shall include this page with the submittal.</b>			
<b>ITB Number:</b>	<b>2026-003</b>		
<b>Project Title:</b>	<b>Financial Audit Services</b>		
<b>Submittal Deadline:</b>	<b>Wednesday, January 7, 2025, at 11:00 a.m.</b>		
<b><u>Proposer's Information:</u></b>			
<b>Proposer's Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<b><u>Proposer's Authorization</u></b>			
<p><b>I, the undersigned, have the authority to execute this proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.</b></p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix B – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for bid for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

#### THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City C Members;
2. Board and Commission members and appointed members by the Mayor and City Commission;
3. Directors of 4A and 4B development corporations;
4. The executive directors or managers of 4A and 4B development corporations; and
5. Directors of the City of Texas City who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for Bids or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or Bids results in a contract. The statute requires a vendor to file a FORM CIQ at the time a bid or Bids is submitted, or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person receives notice of a violation.

**NOTE:** The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

**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 7<sup>th</sup> 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

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix C - House Bills 13, 19 & 89 Verification

*Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:*

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

*Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:*

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

*Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*

- 2 *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 3 *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
- 4 *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or

Business Name) \_\_\_\_\_ (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix D – Property Tax Statement

The City of Texas City, Texas has adopted the following policy:

The City of Texas City will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

\_\_\_\_\_ I do not owe the City property taxes that are delinquent.

\_\_\_\_\_ I owe City property taxes that are delinquent on property located at

---

---

---

Proposer's Printed or Typed Name

---

Proposer's Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix E – Nepotism Statement

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Texas City by completing the following:

If the Bidder or Proposer is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Texas City

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s) of the City of Texas City

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder or Proposer is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting this bid or proposal are not related by \_\_\_\_\_ blood or marriage to any official or employee of the City of Texas City.

\_\_\_\_\_ The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Texas City.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

**Proposer** \_\_\_\_\_

**Address** \_\_\_\_\_

---

**Phone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**Proposer (Signature)** \_\_\_\_\_

**Proposer (Printed Name)** \_\_\_\_\_

**Position With Company** \_\_\_\_\_

**Signature Of Company Official  
Authorizing This Proposal** \_\_\_\_\_

**Company Official  
(Printed Name)** \_\_\_\_\_

**Official Position** \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix G – Document 00435

### PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

---

(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Bids for this procurement, please complete this form and submit to:

City of Texas City  
Purchasing Department  
Attn: Gwynetheia Shabazz Pope  
Texas City, Texas 77590

**Please check all items that apply:**

- |   |   |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required                               | <input type="checkbox"/> Cannot provide Insurance required              |
| <input type="checkbox"/> Cannot be competitive  | <input type="checkbox"/> Cannot provide Bonding required                |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large  | <input type="checkbox"/> Job too small                                  |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston          | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Cannot submit electronically                                   |   |

**COMPANY NAME** (Please print): \_\_\_\_\_

**Authorized Officer Name** (Please print): \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**You may also email this form to: [purchasing@texascitytx.gov](mailto:purchasing@texascitytx.gov).**

**SECTION 5  
REFERENCES**

**References – This section is required.**

Proposer shall provide four (4) references where Proposer has performed Audit Services for Municipal Clients as described herein. Proposer shall provide references not affiliated with the City of Texas City, or any of its employees.

**Reference #1:**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

**Reference #2:**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

**Reference #3:**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

**Reference #4:**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



**SECTION 6  
PROPOSER'S QUESTIONNAIRE**

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**Proposer Profile**

Legal name of Proposing Company: \_\_\_\_\_

Centralized Master Bidders List registration number: \_\_\_\_\_

Prime contractor HUB / MWBE registration number: \_\_\_\_\_

An individual bidder acting as a sole proprietor must also enter the bidder's Social Security Number: # \_\_XXX\_\_ - \_\_XX\_\_ - \_\_\_\_\_.

Universal Entity Identifier (UEI) number \_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: FOR PUBLIC WORKS - If Proposer is a subsidiary, CoTC prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

1. Bidder will provide a copy of its financial statements for the past two (2) years.
2. Bidder will provide a financial rating of the bidder's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of bidder.
3. Bidder will state whether or not bidder is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, bidder will explain the expected impact, both in organizational and directional terms.
4. Bidder will provide any details of all past or pending litigation or claims filed against bidder that would affect its performance under an Agreement with CoTC
5. Bidder will state whether or not bidder is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, bidder will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
6. Bidder will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between bidder and any employee of CoTC. If yes, bidder will explain

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.**



## SECTION 7 SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted directly to the Purchasing Department by mail or hand delivery. No Electronic packets will be accepted. Electronic submissions will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this proposal are considered part of the RFP package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submitting proposals shall be as identified on the **Key Events Schedule**. It is the Proposer’s responsibility to have the Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- D. Proposal Received Late: Proposers are encouraged to submit their packets as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. CoTC is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposals may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All Proposal documents must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2” x 11” pages. **The package must be in the order required in 7.1 Proposal Submittal Order**. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. CoTC only accepts proposals that are submitted by mail or hand delivery. **No electronic submittals will be considered and will be marked “Non-responsive”**.
- G. Questions and Responses: Written Questions will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by CoTC Commission will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in the **Key Events Schedule**.



## 7.1 Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal packet. If the Proposer fails to return each of the following items with its bid, then the CoTC may consider this as Non-Responsive and reject the proposal:

Signed and Completed Appendix A – Proposal Document

Signed and Completed Appendix B – Form CIQ

Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications

Signed and Completed Appendix D – Property Tax Statement

Signed and Completed Appendix E – Nepotism Statement

Signed and Completed Appendix F – Non-Collusion Statement

Signed and Completed Appendix G – Certification Regarding Debarment

Signed and Completed Appendix I – Federal Clauses (**if applicable**)

Signed and Completed Proposer’s Questionnaire

Signed and Completed Bid Pricing

Signed and Completed Addenda (if applicable )

**Note: It is the proposer’s responsibility to make sure they have obtained all addenda.**

Completed References

**END OF DOCUMENT**