



**REQUEST FOR PROPOSALS  
W2020-85-A  
for**

**PROFESSIONAL AUDITING SERVICES**

**DUE TO THE PURCHASING DEPARTMENT  
CITY OF WYLIE  
NANCY LEYVA  
BUYER  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098**

**PRIOR TO:  
June 23, 2020 prior to 3:00 PM CT**

**SUBMIT ORIGINAL, THREE HARD COPIES and  
ONE DIGITAL COPY**

LATE SUBMITTALS WILL NOT BE ACCEPTED

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Glenna Hayes C.P.M, A.P.P.  
Purchasing Manager  
[glenna.hayes@wylitetexas.gov](mailto:glenna.hayes@wylitetexas.gov)  
972 516 6140**

**Nancy Leyva  
Buyer  
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972 516 6131**

**Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.**

# CITY OF WYLIE INSTRUCTIONS AND TERMS FOR BIDDING

## THE FOLLOWING TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylieneews.com](http://www.wylieneews.com). City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **ETHICS:** The bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Wylie.
3. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award
  - F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **NON-RESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252; A bidder who's principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving Federal funds. The City reserves the right to request additional information from all vendors to determine compliance.
10. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates, and the City reserves the right to request a certified copy of the policy.

11. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....”.
12. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
13. **SAMPLES:** any catalog, brand names, or manufacturer’s reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
14. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
15. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
16. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
17. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor’s own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
18. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
19. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
20. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

21. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas’ Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
22. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
23. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
24. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
25. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
26. **BID OPENINGS:** all bids submitted will be read at the City’s regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
27. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City’s web site at: [http://www.wylietexas.gov/departments/purchasing/bid\\_tabulations.php](http://www.wylietexas.gov/departments/purchasing/bid_tabulations.php).
28. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
29. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
30. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
31. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review at the City’s web site 72 hours prior to the meeting of the City Council under the terms of the Texas Opening Meeting Act ([http://www.wylietexas.gov/city\\_government/boards\\_agendas\\_and\\_minutes/city\\_council3.php](http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php)).

## **GENERAL TERMS AND CONDITIONS**

### **Bonding, Purchase Order and Payments:**

32. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

33. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
34. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
35. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor, and constitutes a contract and any/all insurance requirements are in full effect. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
36. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.
37. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
38. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
39. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
40. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
41. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

**CONTRACT:**

42. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.

43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONTRACTOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

**THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.**

**THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SURVIVE THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.**

47. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in part by giving at least thirty (30) days prior written notice to Contractor with the understanding that all services being terminated shall cease upon the date as indicated.

The City of Wylie also reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract. The contractor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [http://www.wylietexas.gov/city\\_government/city\\_secretary/forms1.php](http://www.wylietexas.gov/city_government/city_secretary/forms1.php). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
52. **CERTIFICATE OF INTERESTED PARTIES (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Additional instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or by calling the Texas Ethics Commission at 512-463-5800. By signing the included "Compliance Page" the successful bidder agrees to adhere to HB 1295.

**RFP W2020-85-A**  
**PROFESSIONAL AUDITING SERVICES**  
**SECTION I – GENERAL INFORMATION**

**DEFINITIONS:**

- “Owner” or “City” as used throughout these documents will mean the City of Wylie, Texas.
- “Provider”, “Respondent”, “Contractor”, “Bidder” or “Firm”, is used throughout these document will mean the company submitting a response.

**INVITATION:** The City is issuing this Request for Proposal (RFP) for a firm to provide a software solution for the City’s plan review, permitting, code enforcement, work order, asset management and community engagement functions. The City reserves the right to award to a single or multiple software providers. If the City chooses to award to multiple software providers, all software products must communicate with each other to provide a seamless interface and result in a single standardized database of information.

Project Title:	<b>RFP # W2020-85-A</b> <b>PROFESSIONAL AUDITING SERVICES</b>
Project Address:	300 Country Club Road Wylie, TX 75098
Owner Name:	City of Wylie

**GENERAL INFORMATION**

The City of Wylie, Texas is requesting proposals from competent and qualified firms of certified public accountants to audit its financial statements.

These audits are to be performed in accordance with:

- Generally accepted auditing standards adopted by the American Institute of Certified Public Accountants
- The standards set forth for financial audits in the U.S. General Accounting Office's (GAO) *Government Auditing Standards (latest revision)*,
- The provisions of the federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations and any other applicable federal management circulars*,
- State of Texas Single Audit Circular,
- Government Accounting Standards Board Statements and applicable Implementation Guides, as well as the requirements of
- *Texas Government Code, Title 10, § 2256.023 (d)*.



## **TERM**

The initial term will be for the fiscal years ending September 30, 2020 through 2022. The City reserves the right and option to extend contract for up to two (2) additional fiscal years. Agreement renewal periods (annual engagement letters) may be subject to review and recommendation by the Finance Department to the City Council, including the satisfactory negotiation of terms (including a price acceptable to both the City and the selected firm) and the annual availability of an appropriation.

## **AWARD METHODOLOGY**

In accordance with Government Code 2254; the City shall review the submitted proposals, and shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.

Proposals will be evaluated using the stated criteria and firm(s) may be selected for additional interviews or oral presentations as may be necessary. The City makes no commitment to any respondent to this RFP beyond consideration of the written responses to this RFP.

Firms meeting the "Mandatory Elements" criteria will have their proposals evaluated and scored for both technical qualifications and price.

### **Mandatory Elements: any firm submitting a proposal must meet the following**

- Independence
  - The firm should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards (1994)*.
  - The firm also should provide an affirmative statement that it is independent of the component unit of the City as defined by those same standards.
  - The firm shall list and describe the firm's professional relationships involving the City or any of its agencies or component unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
  - The firm has no conflict of interest with regard to any other work performed by the firm for the City
  - In addition the firm agrees that should it enter into an agreement with the City, it shall give the City written notice of any professional relationships entered into during the period of this agreement.
- License to Practice in Texas
  - An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Texas
- The audit firm's professional personnel have received adequate continuing professional education within the preceding two years
- The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work
- The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal

**EVALUATION CRITERIA**

The City reserves the right to award to a single or multiple software providers. If the City chooses to award to multiple software providers, all software products must provide a seamless interface.

A review committee will evaluate submissions received in accordance with the general criteria defined. Failure of Bidders to provide (in their submission) any information requested in this RFP may result in the submission being deemed “non-responsive” and removed from any further consideration. The objective of the committee is to review all submissions, and to select the Bidder that provides the best overall value for the City’s needs. All decisions made by the City will be final. City reserves the right to request presentations or demonstrations from some or all offerors in order to further develop evaluation scores.

<u>Firm’s Experience/Client Work History</u> (Transmittal Letter, Tab A, Tab B)	<b>25%</b>
<u>Quality of the Firm’s Personnel to be Assigned to the Engagement &amp; the Quality of the Firm’s Management Support Personnel to be Available for Consultation Adequacy of Proposed Staffing Plan for Various Segments of the Engagement</u> (Tab C)	<b>25%</b>
<u>Audit Approach Including Adequacy of Sampling Techniques, Analytical Procedures, Processes for Identifying Potential Audit Issues and Report Formats</u> (Tab D)	<b>25%</b>
<u>Cost (submitted in a separate, sealed envelope)</u>	<b>25%</b>

**PROPOSAL AND RESPONSE EXPENSES**

All costs associated with the preparation of this RFP shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

**QUESTIONS/INQUIRY DEADLINE      June 16, 2020 prior to 12:00 Noon CT**

**QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX**

Respondents may request clarification or interpretation of the bid documents. Any such requests must be in writing and may be submitted to the City Purchasing Department up until the questions deadline. All responses will be published in an addendum.

**Nancy Leyva, Buyer**  
[nancy.leyva@wylitexas.gov](mailto:nancy.leyva@wylitexas.gov)

Verbal inquiries will not be accepted, and respondents shall refrain from seeking additional information, clarification or other communications from any outside agency, City Council member, City employee or its agents, other than the Purchasing Department. Any information obtained through any other source other than these specifications and/or an addendum as non-responsive.

## **ADDENDUMS**

Answers to all questions will be published in writing through an addendum by the Wylie Purchasing Department and posted on the City's web site and DemandStar.

- City of Wylie – <http://wylietexas.gov/departments/purchasing/index.php>
- DemandStar – [www.demandstar.com](http://www.demandstar.com)

**It is the responsibility of the respondent to verify issuance and obtain all addendums prior to the bid opening, and to acknowledge receipt of the addenda in their response. All addendums will be made a part of the contract document.**

## **BID RECEIVING AND OPENING**

**DUE TO THE CITY OF WYLIE PURCHASING DEPARTMENT**

**"Original" Copy - Submit one (1) labeled "Original" which must include:**

- **An original signature on the transmittal letter**

**"Copies" - Submit an additional three (3) hardcopies of the entire response. Signatures may also be copies.**

**Sealed Bids:** All bids must be sealed and the face of the envelope must contain the following information:

Bid No.:	<b>W2020-85-A</b>
Name of Project:	<b>PROFESSIONAL AUDITING SERVICES</b>
Respondent:	Your Company Name, Address

**Bid Receiving Date and Time:** **June 23, 2020 prior to 3:00pm CT**

**Bid Receiving Location:**

Wylie Purchasing Department  
300 Country Club Road, 1<sup>st</sup> Floor (Utility Billing Window)  
Wylie, TX 75098  
972-516-6131

**Bid Opening Location:** Immediately following the closing of the bids

Wylie City Hall 2nd Floor Conference Room  
300 Country Club Road, Building 100  
Wylie, TX 75098

- Sealed bids are valid only if deposited at designated receiving location prior to receiving time.
- All sealed bids shall be registered by automatic time clock at time of deposit.
- Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.
- All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, is the sole responsibility of the bidder.

**NOTICE OF PUBLIC DOCUMENTS**

Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

Task	Date
Advertising	June 3 and June 10, 2020
Bid Release	June 10, 2020
Questions Deadline	June 16, 2020 @ 12:00 noon CT
Addendum Released	June 17, 2020
Bids Due	June 23, 2020 prior to 3:00 pm CT

**RESERVATION OF RIGHTS**

Bidder understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project.

**INTERVIEWS, PRESENTATIONS and BEST AND FINAL OFFERS:**

To treat all Bidders fairly, requests for interviews prior to the closing time and date will not be permitted. The City reserve the right to conduct interviews and or request presentations from any Bidders after the close date and time. Bidder recognizes and understands that any cost incurred by the Bidder which arises from a submittal of a response to this RFP, or subsequent interviews (if applicable), shall be the sole responsibility of the Bidder. City reserves the right to request a best and final offer from any or all Bidders.

**BIDDER'S ACCEPTANCE OF EVALUATION METHODOLOGY:**

Waiver of Claims: Each Bidder by submission of a Response to this RFP waives any claims it has or may have against the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Bidders to receive a Request for Qualifications. Submission of qualifications indicates Bidder's acceptance of the evaluation technique and Bidder's recognition that some subjective judgments must be made by the City during the determination of qualification. Without limiting the generality of the foregoing, each Bidder acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

**INSURANCE**

Upon request, the successful vendor must SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS within ten (10) business days of notification by the City of Wylie. Failure to respond within the (10) business days may be grounds for declaring vendor non-responsive to specifications. Vendor shall purchase and maintain coverage which meets all City insurance requirements during the course of this contract. See attached "City of Wylie Insurance Requirements".

**INDEPENDENT CONTRACTOR:**

Provider agrees that they are an independent contractor and not an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agent, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Provider, its offers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Providers.

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS & CITY CHARTER**

By submitting a RFP or proposal in response to this solicitation, the Bidder hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. See "COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER" form.

**CONFIDENTIAL OR PROPRIETARY INFORMATION**

The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and / or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Bidders are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information

If a Bidder believes that parts of a response are confidential, then the Bidder must so specify. The Bidder must stamp in bold letters the term **CONFIDENTIAL** on that part of the offer which the Bidder believes to be confidential. The City of Wylie in conjunction with the Texas Office of the Attorney General will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded.

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295) – SUCCESSFUL BIDDER ONLY**

The Texas Legislature adopted House Bill 1295 effective January 1, 2016, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity **prior to any signed contract and/or vote by the governing authority.**

**The Filing Process:**

1. Prior to award by the City of Wylie Council, your firm will be required to log in to the Texas Ethics Commission [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate number". Your firm must **print, sign and notarize Form 1295.**

3. The notarized certificate **must be forwarded to the City of Wylie Purchasing Agent** within **ten (10) business days** from notification of pending award by the City Purchasing Agent.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call The Texas Ethics Commission at 512-463-5800.

**WRITTEN CONTRACT & NOTICE TO PROCEED**

Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Wylie, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.

The successful vendor must execute a **CONTRACT** within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the City, a corporate resolution, certificate of partnership, agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture. The resulting contract must be in a form approved by the City's Attorney, and the City does not agree to necessarily accept terms the respondent may propose within the submitted bid documents. Vendor shall not begin work under the contract until written approval has been received from Parks Department Representative or designee. Notice to proceed will typically be sent via email.

**END OF SECTION**

**RFP W2020-85-A**  
**PROFESSIONAL AUDITING SERVICES**  
**SECTION II – SCOPE OF WORK**

**GENERAL**

The City of Wylie is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2020 through September 30, 2022, with the City's option to extend the audit the City's financial statements for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for qualifications.

**SCOPE OF WORK**

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles and any additional changes as promulgated by the Government Accounting Standards Board (GASB).

The City desires the auditor to include the preparation of the financial statements, notes and all required supplementary schedules of the CAFR using the information the City provides from its general ledger.

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 generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report.

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 generally accepted auditing standards.

The auditor is not required to audit any schedules of federal financial assistance, should they exist. However, the auditor is to provide an "in-relation to" report on those schedules based on the auditing procedures applied during the audit of the financial statements. The auditor will provide a Single Audit when required.

From time to time, the City may request the auditor to perform other audits and reviews not specifically provided for under this section. If such a request is made, the auditor shall submit, at the City's request, a separate proposal for completing the engagement, along with a proposed fee schedule. The City reserves the right to contract any additional audits or reviews with whomever they choose.

## **AUDITING STANDARDS**

These audits are to be performed in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants, the standards set forth for financial audits in *Government Auditing Standards*, issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, the *Uniform Grant Management Standards* of the State of Texas and the Laws of the State of Texas.

## **REPORTS**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue (at a minimum) the following reports:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. An "in-relation-to" report on the schedules of federal financial assistance if necessary.
5. A Single Audit when required.
6. A report on the internal control structure used in administering federal financial assistance programs.
7. A report on compliance with laws and regulations related to major and nonmajor federal financial assistance programs.

If necessary, this report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.

In the required report on internal controls, the auditor shall communicate 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 organization'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. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

***Irregularities and illegal acts.*** Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City of Wylie City Council and the Finance Director.



Auditors shall assure themselves that the City is informed of each of the following:

- The 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

#### **SPECIAL CONSIDERATIONS**

- The City will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program.
- The City has determined that the U.S. Department of Justice will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*
- The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.
- The City may require the auditor's assistance to comply with new reporting requirements as mandated by GASB.

#### **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, 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:

- City of Wylie
- U.S. Department of Justice
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the City as part of an audit quality review process
- Auditors of entities of which the City is a sub recipient of grant funds

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

**END OF SECTION**

**RFP W2020-85-A**  
**PROFESSIONAL AUDITING SERVICES**  
**SECTION III - DESCRIPTION OF THE GOVERNMENT**

**CONTACT PERSONS/LOCATION OF OFFICES**

The auditor's principal contact with the City will be Melissa Beard, Finance Director, or a designated representative, who will coordinate the assistance to be provided by the City to the auditor. Offices are located at 300 Country Club Road, Wylie, Texas.

**BACKGROUND INFORMATION**

The City serves an area of 32 square miles which includes Lake Lavon with a population of 53,653 as of September 2019. The City's fiscal year begins on October 1, and ends on September 30.

The City provides the following services to its citizens:

- General Government
- Public Safety (police, fire, EMS)
- Animal Control
- Planning and Zoning
- Building Inspections
- Code Enforcement
- Public Library
- Parks and Recreation
- Public Works (streets, water, sewer and sanitation)

The City has an annual payroll of about \$21.2 million covering approximately 423 employees.

The City is organized into 24 funds and one (1) component unit. The accounting and financial reporting functions of the City are centralized.

The City's single component unit is the Wylie Economic Development Corporation. Although it is legally separate from the City, it is reported as a part of the City's financial statements.

More detailed information on the government and its finances can be found in the City's Comprehensive Annual Financial Report and Annual Operating Budget which can be found on the City's website at:

[http://www.wylietexas.gov/departments/finance/traditional\\_finance\\_summary.php](http://www.wylietexas.gov/departments/finance/traditional_finance_summary.php)

**FUND STRUCTURE**

The City uses the following fund types and account groups in its financial reporting:

<b>Fund Type / Account Group</b>	<b>Number of Individual Funds</b>
General Fund	1
Special Revenue Funds	11
Debt Service Funds	3
Capital Projects Funds	8
Enterprise Funds	1

**BUDGETARY BASIS OF ACCOUNTING**

The City prepares its budgets on a basis consistent with generally accepted accounting principles.

**FEDERAL AND STATE FINANCIAL ASSISTANCE**

During the fiscal year(s) to be audited, the City may receive financial assistance from federal and state agencies.

**PENSION PLANS**

City of Wylie participates in the Texas Municipal Retirement System (TMRS).

**MAGNITUDE OF FINANCE OPERATIONS**

The finance department is headed by Melissa Beard, Finance Director and consists of 9 full time employees. The principal functions performed and the number of employees assigned to each is as follows:

**FUNCTION**

Title	Number of Employees
Finance Director	1
Assistant Finance Director	1
Budget Officer	1
Accountant	2
Accounts Payable	2
Payroll Specialist	1
Administrative Assistant	1

**COMPUTER SYSTEMS**

The computer systems are centralized and are PC based (Google Suite). The City currently uses Incode (V.9) for the financial system, and Activenet (a web based recreation software; information is imported into Incode).

**AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS**

Interested proposers who wish to review prior years' audit reports and management letters should contact Ron Arp, Assistant Finance Director, 300 Country Club Road, Wylie, Texas 75098. The CAFR documents are available online at the City's website [http://www.wylietexas.gov/departments/finance/tfinancial\\_report.phpju](http://www.wylietexas.gov/departments/finance/tfinancial_report.phpju)

The City will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

END OF SECTION

**RFP W2020-85-A**  
**PROFESSIONAL AUDITING SERVICES**  
**SECTION IV – TIME REQUIREMENTS**

**DATE AUDIT MAY COMMENCE**

The City will have all records ready for audit and all management personnel available to meet with the firm's personnel as of November 23, 2020.

**SCHEDULE FOR THE 2020 FISCAL YEAR AUDIT**

A similar schedule will be developed for audits of future fiscal years if the City exercises its option for additional audits. The time frame set out in this document may be adjusted as agreed upon by both parties to meet a date of City Council approval no later than January 26, 2021.

Each of the following shall be completed by the auditor no later than the dates indicated.

- Interim Work  
The auditor will complete interim work by October 30, 2020.
- Detailed Audit Plan  
The auditor shall provide the City by October 1, 2020 both a detailed audit plan and a list of all schedules to be prepared by the City.
- Fieldwork  
The auditor shall complete all fieldwork by December 23, 2020.
- Draft Reports  
The auditor shall have drafts of the audit report and recommendations to management available for review by the Finance Director by January 6, 2020.

**ENTRANCE CONFERENCES, PROGRESS REPORTING AND EXIT CONFERENCES**

(A similar time schedule will be developed for audits of future fiscal years if the City exercises its option for additional audits.)

At a minimum, the following conferences should be held:

- Entrance conference with the Finance Director and/or key finance department personnel.

The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit and to make arrangements for work space and other needs of the auditor

Progress conference with Finance Director or designee.

- The purpose of this meeting will be to summarize the results of the preliminary review and to identify the key internal controls or other matters to be tested

Progress conference with Finance Director and key finance department personnel.

- The purpose of this meeting will be to discuss the year-end work to be performed

Exit conference with Finance Director and key finance department personnel.

- The purpose of this meeting will be to summarize the results of the field work and to review significant findings

**DATE FINAL REPORT IS DUE**

The audit firm shall prepare draft financial statements, notes, all required supplementary schedules and statistical data by January 6, 2020.

The Finance Director or designee will complete the review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the Finance Director or designee should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Director within five (5) working days. It is anticipated that this process will be completed and the final report delivered by January 20, 2020.

The final report may be delivered electronically to the City of Wylie. It should include the entire CAFR in a word searchable PDF format.

**END OF SECTION**

**RFP W2020-85-A**  
**PROFESSIONAL AUDITING SERVICES**  
**SECTION V – ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT GENERATION**

**FINANCE DEPARTMENT ASSISTANCE**

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City.

**ELECTRONIC DATA PROCESSING (EDP) ASSISTANCE**

Basic data processing support and staff assistance will be available to the auditor.

**STATEMENTS AND SCHEDULES TO BE PREPARED BY CITY STAFF**

The Accounting staff will prepare necessary Prepared-By-Client (PBC's) working papers normally required for the annual audit. All working papers to be prepared by the City must be submitted, by written list, to the City on or before October 1, of each year together with adequate explanatory detail as to the purpose of the working papers as well as method of preparing the working papers. Sufficiency and adequacy of detail will be determined by the City.

Most working papers and all lead schedules are prepared in Excel for Windows, Google Sheets or reports directly from the Incode system (.irp).

**WORK AREA, TELEPHONES, PHOTOCOPYING, AND FAX MACHINES**

The City will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to one telephone line, photocopying facilities and FAX machine.

**REPORT PREPARATION**

Audit reports are to be addressed to the Honorable Mayor, City Council and City Manager, City of Wylie, Texas

**END OF SECTION**

**RFP W2020-85-A**  
**PROFESSIONAL AUDITING SERVICES**  
**SECTION VI – RFP SUBMITTAL REQUIREMENTS**

**A. GENERAL INSTRUCTIONS:**

1. Firms should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
2. Responses and any other information submitted by Firms in response to this RFP shall become the property of the City.
3. Failure to comply with the requirements contained in this RFP may result in a finding that the Firm is not qualified and is ineligible to submit a Proposal in response to any subsequent RFP.
4. Only individual firms or formal joint ventures or partnerships with history in providing the services may apply. Two firms may not apply jointly unless they have formed a legal entity. (This does not preclude a Vendor from having consultants.)
5. The materials submitted must be enclosed in a sealed envelope (or box or container).
6. The RFP number should be clearly visible; and name, telephone number and the return address of the Firm should be clearly visible on the outside of the sealed envelope (or box or container).
7. Late submittals properly identified will be returned to Firm unopened. Late submittals will not be considered under any circumstances.
8. Each Response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.
9. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the City, at its option. The City reserves the right to waive any irregularity or informality in a Response or Proposal.

**B. PREPARATION AND SUBMITTAL INSTRUCTIONS FOR SEALED PROPOSALS:**

**"Original" Copy - Submit one (1) labeled "Original" which must include:**

- **An original signature on the transmittal letter**
- **A sealed envelope containing the "Proposal Fees"**
- **An electronic .pdf copy on USB (which includes all signatures)**

**"Copies" - Submit an additional three (3) hardcopies of the entire response. Signatures may also be copies. Do not include any pricing in these copies.**

**1. Page Size, Binders and Dividers:**

Submittals must be typed on letter-size (8-1/2" x 11") paper with a minimum 11 pt font. The City requests that submittals be printed on both sides of the paper and each copy be submitted in separate bound binders with tab separators as requested. Preprinted material should be referenced in the submittal and included as labeled attachments. Number each side of each page consecutively, including letters of interest, brochures, licenses, resumes and supplemental information.

**2. Submittal Length** **Limit submittals to 20 sheets of paper, which may be printed on both sides.**

Covers, table of contents, divider tabs and “City Required Documents” will not count as pages, provided no additional information is included on those pages. Any submittals exceeding the page limit may be disqualified

**3. Pagination**

All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**4. References and Proprietary Information**

Submission of a response presumably provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective Firms. Any proprietary information that the Firm does not want disclosed to the public shall be so identified by the Firm on each page in which it is found.

**5. Respondents must submit the following information in this format:**

**Transmittal Letter** - Include a short transmittal letter containing:

- A short introduction
- A statement granting the City and its representatives authorization to contact any previous client of the Vendor (or a Vendor’s Team Member) for purposes of ascertaining an independent evaluation of the Vendor’s or a Vendor’s Team member’s performance.
- This letter must have the original signature of an officer of the principal responding firm, and be included in the copy marked “Original”.

**Tab A – Company Overview, Qualifications**

- Provide the size of the firm, the size of the firm's governmental audit staff
- The location of the office from which the work on this engagement is to be performed
- The number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- 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.
- Submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
- Provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years
- Information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

**Tab B – Client Work History**

Identify current major clients particularly other governmental entities, of similar size and scope of work and provide the following information for each:

- Client name, location, dates, point of contact names(s) and telephone number(s)
  - The firm should list separately all engagements within the last five years, ranked on the basis of total staff hours for the City by type of engagement (i.e., audit, management advisory services, other).



### **Tab C – Partner, Supervisory and Staff Qualifications and Experience**

- Identify Principal Supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement
  - Include whether personnel is registered/licensed to practice as certified public accountant in Texas.
  - Government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
- The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement.
- Indicate how the quality of staff over the term of the agreement will be assured.
- For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours.
- Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

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

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

### **Tab D - Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. 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.

Proposers will be required to provide the following information on their audit approach:

- Proposed segmentation of the engagement
- Level of staff and number of hours to be assigned to each proposed segment of the engagement
- Sample sizes and the extent to which statistical sampling is to be used in the engagement
- Extent of use of EDP software 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's internal control structure
- Approach to be taken in determining laws and regulations that will be subject to audit test work
- Approach to be taken in drawing audit samples for purposes of tests of compliance
- The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.
- The proposal should include sample formats for required reports.

**Tab E – City Required Forms (these pages do not count toward the maximum 20 pages)**

- Insurance Requirements – Attachment B
- Vendor Supplemental Information – Attachment C
- Compliance with Federal, State, Local Laws and City Charter – Attachment D
- Vendor Acknowledgement Form – Attachment E
- Conflict of Interest Questionnaire – Attachment F

**COST PROPOSAL (These pages do not count towards the maximum 20 pages)**

**The cost proposal must be placed in a separate, sealed envelope and included only with the submission marked as “Original”.**

**Note: Any optional costs for specific activities billed as reimbursable expenses will be paid in accordance with the City of Wylie Reimbursable Expenses policy (attached on next page).**

- **Attachment A, Bid Form A - Total All-inclusive Maximum Price**
  - Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City (ie: a copy of the firm’s charter).
  - A Total All-inclusive Maximum Price for the fiscal year 2020 engagement.
  - All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.
  - A statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing City rates for its employees.
  
- **Attachment A, Bid Form B and C – Schedule of Professional Fees and Expenses**
  - The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses
  - The cost of special services described in Section II, Special Considerations of this request for proposals should be disclosed as separate components of the total all-inclusive maximum price using the format provided (**Attachment A, Bid Form B and C**)

**Rates for Additional Professional Services**

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

**Manner 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 firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.

## CITY OF WYLIE REIMBURSABLE EXPENSES POLICY

- I. **VENDOR'S RESPONSIBILITY.** The Vendor shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Vendor shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Vendor's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

## II. **GUIDELINES FOR DIRECT EXPENSES.**

- A. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- B. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Vendor has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Vendor shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Vendor agrees to place these standards in all subcontracts for work on the Project.
- C. **In-House Reproduction** - Vendor shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Vendor with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Vendor agrees to place these standards in all subcontracts for work on the Project.
- D. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Vendor has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Vendor shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Vendor agrees to place these standards in all subcontracts for work on the Project.
- E. **In-House Plotting** – Vendor shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Vendor with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- F. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

## VENDOR TRAVEL EXPENSES

- G. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Vendor duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Vendor and/or the Vendor’s employees. Vendor agrees to place these standards in all subcontracts for work on the Project.

### III. **GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City’s Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Vendor shall request, and the City’s Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City’s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

**Hotel and Meals & Incidentals Expenses (M&IE)** - Expenses are reimbursed in accordance with the most currently published GSA Per Diem Rates as published for zip code 75098 (Plano, TX/Collin County).

**Local Transportation** – Transportation in connection with the contract, when such transportation is not a function of routine performance of the duties of the Vendor in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Vendor at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City’s Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Vendor agrees to place these standards in all subcontracts for work on the Project.

END OF SECTION

**W2020-85-A  
ATTACHMENT A  
BID FORM A**

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

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE FISCAL YEAR 2020 FINANCIAL STATEMENTS**

	Hours	Quoted Hourly Rates	Total
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify)		\$	\$
		<b>Subtotal</b>	<b>\$</b>
Total for services described in Section II E of the RFP (Detail on Subsequent Schedules)			\$
Out-of-Pocket Expenses: Meals and Lodging			\$
Transportation			\$
Other (Specify):			\$
<b>Total All-Inclusive Maximum Price for Fiscal Year 2020 Audit</b>			<b>\$</b>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or a gross deduction from the total all-inclusive maximum price



**W2020-85-A  
ATTACHMENT A  
BID FORM C**

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

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE FISCAL YEAR 2020 FINANCIAL STATEMENTS:  
SUPPORTING SCHEDULE FOR [NAME OF SERVICE \_\_\_\_\_]**

	Hours	Quoted Hourly Rates	Total
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify)		\$	\$
		<b>Subtotal</b>	<b>\$</b>
Total for services described in Section II E of the RFP (Detail on Subsequent Schedules)			\$
Out-of-Pocket Expenses: Meals and Lodging			\$
Transportation			\$
Other (Specify):			\$
			\$
<b>Total Price for [Name of Service]</b>			<b>\$</b>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or a gross deduction from the total all-inclusive maximum price



## **Insurance Requirements CONSULTING / PROFESSIONAL SERVICES**

**Services performed by consultants or other professional, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors and Materials Testing.**

**A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES:** The following terms are required by the City of Wylie, Texas. Certificate of Insurance is a form pursuant to SB 425 and approved by the Texas Department of Insurance:

- Consultant shall obtain and maintain the minimum insurance coverage set forth in this document. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by the City.
- The cost of all required policies is the responsibility of the Contractor.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- All Contractor insurance policies that are required to name the City of Wylie (its officers, agents, representatives, employees, boards and commissions, and/or volunteers) as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- Consultants shall provide the City evidence that any/all partners, subcontractors or other agents performing work on the project have the same types and amounts of coverage as required herein; or that the subcontractors are included under the contractor's policy.
- Upon written request by the City, Consultant shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
- Coverage must be issued by a company that maintains a rating of "A- VI" or better by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
- Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- The City reserves the right to approve the security of the insurance coverage provided by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of the City.

**B. VERIFICATION OF COVERAGE:**

- Prior to commencement of work, and thereafter upon renewal or replacement of coverage required, Contractor shall furnish City a certificate(s) of insurance pursuant to SB425 and approved by the Texas Department of Insurance, including for subcontractors as cited, executed by a duly authorized representative of each insurer,





showing compliance with the requirements. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City. The COI shall:**

- List each insurer's NACI Number or FEIN
- List the City's **Contract Number, project name or other identifying reference** of event or service being performed
- Specifically list reference to all endorsement required herein
- List the City of Wylie, 300 Country Club Road, Bldg 100, Wylie, TX 75098 in the Certificate Holder Section.
- Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- City shall have the right, but not the obligation, of prohibiting Contractor or any other subcontractor, partner or agent of the Contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**C. MINIMUM SCOPE OF INSURANCE:**

- ISO Form GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only. Claims Made forms are not acceptable, except for professional liability policies.
- Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
- Professional Liability, also known as Errors and Omissions coverage.

**D. MINIMUM LIMITS OF INSURANCE AND OTHER PROVISIONS:**

**GENERAL COMMERCIAL LIABILITY INSURANCE:**

- A general commercial liability insurance policy in an amount not less than:
  - \$1,000,000.00 Per Occurrence;
  - \$1,000,000 Personal/Advertising Injury
  - \$2,000,000.00 General Aggregate in the aggregate for third party bodily injury, personal injury, and property damage.
  - \$2,000,000 Products/Completed Operations Aggregate
- Policy will include coverage for:
  - Premises / Operations
  - Independent contractors
  - Broad Form Contractual Liability
  - Product/Complete Operations
  - Personal and Advertising Injury
  - Broad Form Property Damage
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as "additional insured " relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider; using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor. The coverage shall contain no



special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.

- The service provider's insurance coverage shall be primary insurance in respects to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- The service provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.
- Such policy shall provide for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

#### **REQUIRED WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

- Workers' Compensation statutory limits as required by the Labor Code of the State of Texas
- Employers' Liability minimum limits:
  - \$1,000,000 Bodily Injury by Accident,
  - \$1,000,000 Bodily Injury by Disease-Each Employee,
  - \$1,000,000 Bodily Injury by Disease-Policy Limit
- The service provider waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider's workers' compensation and employers' liability or commercial umbrella liability insurance. Service Provider must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

#### **AUTOMOBILE LIABILITY:**

- Automobile minimum liability limits:
  - \$1,000,000 Per Occurrence
- Limits may only be reduced if approved in writing by the City of Wylie Purchasing Department. Automobile liability shall apply to all owned, hired, and non-owned automobiles.
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as "additional insured " relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.

#### **PROFESSIONAL LIABILITY INSURANCE:**

- A professional liability (errors and omissions) insurance policy in an amount not less than:
  - \$1,000,000.00 Per Occurrence
  - \$2,000,000.00 Aggregate.
- Any deductible must be listed on the certificate, and evidence of the contractor's deductible amount in the form of the appropriate declaration page.
- "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City of Wylie.



**E. CIRCUMSTANCES REQUIRING UMBRELLA COVERAGE OR EXCESS LIABILITY COVERAGE:**

- If Project size and scope warrant, Contractor shall provide upon written request by the City, an umbrella coverage or excess liability coverage insurance policy in the amount of:
  - \$2,000,000.00

**W2020-85-A  
ATTACHMENT D  
VENDOR SUPPLEMENTAL INFORMATION**

**The following information is required for contract development.**

**1. In what state was your business formed?** \_\_\_\_\_

**2. Provide the following information for the person authorized to execute contracts on behalf of your organization:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**4. Is your company minority or woman owned?**  Yes  No

a. If yes, specify:  MBE  WBE

b. Has your company been certified MBE or WBE by any governmental agency?  Yes

No

c. If yes, specify the governmental

agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

**5. Select one of the following:**

- a.  Sole Proprietorship
- b.  General Partnership
- c.  General Partnership
- d.  General Partnership
- e.  Limited Partnership
- f.  Corporation
- g.  Limited Liability Company
- h.  Other Entity (not listed)

**6. Complete the following:**

Company Legal Name: \_\_\_\_\_

Business address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**W2020-85-A**  
**ATTACHMENT E**  
**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

By submitting a response to this solicitation, the Provider hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Provider also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The Provider certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and execution of a contract, the Provider will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a response to this solicitation, the Provider agrees to comply with Texas Government Code Section 2252.908. Provider agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

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

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The Provider certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the Provider for all persons who will provide services to City.

**COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer of the submitting Provider or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

**DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

**DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL**

Government Code 2270 (Texas HB 89 effective 9/1/2017): the Provider entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

**DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST**

**ORGANIZATION**

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**Authorized Representative:**

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

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 2018 to certify with witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_



**W2020-85-A  
ATTACHMENT F  
VENDOR ACKNOWLEDGMENT FORM**

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

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

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.