



City of Sanger, TX

**REQUEST FOR QUALIFICATIONS
RFQ - 2026-1**

PROFESSIONAL AUDITING SERVICES

PROPOSAL DUE DATE:

2:00 pm
Tuesday, July 7, 2026

ISSUED BY:
CITY OF SANGER
Finance

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1. INTRODUCTION

1.1. PURPOSE

The City of Sanger, Texas (hereinafter referred to as the City) is requesting proposal statements from qualified and experienced public accounting firms whose principal officers are independent certified public accountants to audit the financial statements for the fiscal year ending September 30, 2026, through 2028, with the option of auditing the financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards (U.S. GAAS), the standards set forth for financial audits in the U.S. Comptroller General's Government Auditing Standards, (GAGAS), the provisions of the federal Single Audit Act Amendments and Title 2 US Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).

A three-year contract is contemplated, renewable for two additional one-year terms, subject to annual review and recommendation, the satisfactory negotiation of terms, the concurrence of the City of Sanger, and the annual availability of appropriation. The City Charter requires an annual independent audit.

The City of Sanger reserves the right to withdraw this Request for Qualifications or to accept or reject any proposal submitted for any reason.

The City may amend any aspect of this Request for Qualifications by issuing a formal written Addendum prior to the proposal submittal deadline and will endeavor to notify all potential Bidders that have requested a bid packet or expressed interest in the project to the City.

Failure of any potential Bidders to receive any Addendum shall not impose any obligation or liability on the City.

1.2. TIMELINE

Release Project Date:	June 16, 2026
Question Submission Deadline:	June 23, 2026, 5:00pm
Question Response Deadline:	June 26, 2026, 11:00am
Response Submission Deadline:	July 7, 2026, 2:00pm Proposals received after the deadline stated herein will not be considered for the award of the contract and shall be considered void and unacceptable. NOTE: Proposals must be received via OpenGov.

2. COMMUNITY PROFILE

2.1. CITY OVERVIEW

The City of Sanger, Texas, with a population of approximately 10,000 is located in North Texas within Denton County and located along both sides of I-35 and north and south of FM 455. Sanger is comprised of nearly twelve (12) square miles and is neighbored by Denton to the south, Valley View to the north, Lake Ray Roberts and Pilot Point to the east, and an unincorporated area to the west. Major transportation corridors include I-35 and FM 455.

The city is comprised of a mix of residential, commercial, and industrial land uses as well as a vibrant downtown area.

2.2. CURRENT ELECTED OFFICIALS

Mayor	Gary Bilyeu
Councilmember, Place 1	Marissa Newton
Councilmember, Place 2	Mark Bulger
Councilmember, Place 3	Josh Burrus
Councilmember, Place 4	Margie Tisdale
Councilmember, Place 5	Victor Gann

3. PROJECT BACKGROUND

Entity Description

The City of Sanger is a political subdivision located in Denton County, just north of the Dallas / Fort Worth Metroplex. Sanger is home to approximately 10,000 residents.

Founded in 1876, Sanger is a Home Rule Charter City and operates under a Council-Manager form of government. The City Council is comprised of a mayor and five council members and is responsible for enacting ordinances, resolutions, and regulations governing the City, as well as appointing members to various statutory and advisory boards, the City Manager, the City Secretary, and the Municipal Judge.

The City of Sanger provides the following major services:

Administration	Police & Fire
Economic Development	Municipal Court
Utility Services, including Electric, Water, and Sewer	Parks & Recreation

Fund Structure

The City of Sanger’s accounting records are maintained in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). Accordingly, the City maintains three major governmental funds (general, debt service, and capital projects), one major proprietary fund (utilities), and two component units (4A and 4B).

Fund Type	Number of Funds	Funds with Adopted Budgets
General Fund	1	1
Enterprise Funds	1	1
Special Revenue Funds	20	20
Debt Service Funds	1	1
Capital Projects Funds	2	2
Internal Service Funds	1	1
Type A Corporation	1	1
Type B Corporation	1	1

Budget

The City of Sanger Charter provides that the City Council shall adopt the annual budget for the fiscal year beginning on October 1. The budget prepared by the City Manager is reviewed by the City Council and is formally adopted by the passage of a budget ordinance. The City Manager is authorized to transfer budgeted amounts between line items within departments; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Adopted FY 2025-2026 budgets for the City of Sanger's major funds are as follows:

General Fund	\$17,075,005
Debt Service Fund	\$1,854,222
Enterprise Fund	\$17,627,184
Internal Service Fund	\$4,539,773
4A Fund	\$624,650
4B Fund	\$1,493,400
Capital Projects Fund	\$8,732,000
Enterprise Capital Projects Fund	\$1,979,260
Special Revenue Funds (Combined)	\$181,500

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

Accounting Process – Related Systems

The City of Sanger's accounting records for general governmental operations are maintained on a modified accrual basis, and revenues are recorded when available and measurable, and expenditures are recorded when the services or goods are received and the liabilities are incurred.

Computer Systems

The general ledger accounting system operates and is maintained on the financial enterprise system, Tyler ERP Pro 9. The system supports full reporting and inquiry functions.

Financial Information

Detailed financial information including prior year Audits and Adopted Budgets, is available about the City and its finances on the City's website at www.sangertexas.org.

Organizational Responsibility for the Accounting Function

The Accounting function falls under the general supervision of the Chief Financial Officer, who reports to the City Manager. The present accounting staff members assigned to the audit include the Controller, Accountant, and Accounting Technician.

4. SCOPE OF SERVICES AND DELIVERABLES

4.1. Terms of Engagement

A three (3) year contract with an annual option for the next two (2) subsequent years is contemplated, subject to the following:

- A. Review and recommendation by City Management.
- B. The satisfactory negotiation of contract terms (including a price acceptable to both the City of Sanger and the selected auditor).
- C. The City Council approves the annual availability of appropriation.

4.2. Scope of Work To be Performed

The City of Sanger desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with Generally Accepted Accounting Principles (GAAP). The auditor is not required to audit the supporting schedules. 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.

1. Auditing Standards to be Followed

To meet the requirements of this RFQ, the audit shall be conducted in accordance with generally accepted auditing standards (GAAS) as promulgated by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained in Government Auditing Standards issued by the U.S. Government Accountability Office; the requirements of the Single Audit Act Amendments of 1996; and the audit requirements of 2 CFR Part 200 Subpart F (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). The audit shall also be conducted in accordance with standards and requirements prescribed by the Governmental Accounting Standards Board and any other applicable federal, state, and local regulatory agencies.

2. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue all reports currently required by State and Federal grantors and by such as the American Institute of Certified Public Accountants, the Governmental Accounting Standards Board, the Government Finance Officers Association of

the United States and Canada, and any other regulatory agencies. The auditor shall likewise issue any other reports subsequently required by these or similar entities following completion of the financial or single audit. The schedule of federal financial assistance and related auditors' reports, as well as the reports on the internal control structure and compliance, are not to be included in the Annual Financial Report but are to be issued separately.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit to the Chief Financial Officer. 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 reports on internal controls. The compliance report shall include all instances of noncompliance.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of which they become aware to the City Manager.

Auditors shall assure themselves that the City of Sanger's Mayor and Council are informed of each of the following and any other item as required by the regulatory agencies as noted above:

- A. Difficulties encountered in performing the audit.
- B. Disagreements with management.
- C. Major issues discussed with management prior to retention.
- D. Management consultation with other accountants.
- E. Management judgement and accounting estimates.
- F. Other information in documents containing audited financial statements.
- G. Significant accounting policies.
- H. Significant audit adjustments.
- I. The auditor's responsibility under generally accepted auditing standards and governmental auditing standards

3. Preparation of Annual Financial Report

The audit firm will work with the Finance staff to prepare all information included in the Annual Financial Report. The auditor reviews this information and approves it prior to the City printing the final document. Because the Annual Financial Report must be released within six months after the fiscal year-end (March 31), coordination of schedules will be required between the auditor and the Chief Financial Officer.

4. Special Considerations

The selected audit firm will assist the City in certain year-end closing and conversion entries.

The City anticipates that during the course of the engagement one or more official statements will be prepared in connection with the sale of debt securities, which will contain the basic financial statements and the Auditor's report thereon. The Auditor may be required, if requested by the City, financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as well as any necessary "comfort letters."

5. Work Paper Retention and Access to Work Papers

All work papers and reports must be retained, at the Auditor's expense, for a minimum of seven 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 the work papers available, upon request, to representatives of federal and state agencies and the City.

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

6. Conferences

The following conferences are to be conducted with the Chief Financial Officer or other City personnel as needed:

- A. Entrance conference prior to interim work.
- B. Exit conference at conclusion of interim work.
- C. Entrance conference at beginning of fieldwork.
- D. Progress conferences during fieldwork.
- E. Exit conference at end of fieldwork.
- F. Conference when draft copy of management letter is prepared.
- G. Presentation to City Council.

The audit Partner and/or Manager will be present at the City Council meeting when the Annual Financial Report is presented to the full City Council to answer any questions of the Council.

5. INFORMATION PROVIDED BY THE CITY

1. Finance Department and Clerical Assistance

The Finance Department staff and management personnel responsible will be available during the audit to assist the auditor by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City of Sanger.

2. Electronic Data Processing (EDP) Assistance

Any requirements for computer time and/or system documentation will be coordinated through the Controller.

3. Prior Audit

Brooks, Watson, and Co., located at 14450 John F. Kennedy Blvd., Suite 240, Houston, Texas 77032 conducted the audit of the financial records for the fiscal years ended September 30, 2022 through 2025. Brooks, Watson, and Co. has agreed to make their work papers available to the successor auditor. Requests concerning inspection of previous work papers should be submitted to Amairani Mendez, (469) 983-1071.

4. Work Area, Telephones, Photocopying and Facsimile Machines

The City of Sanger shall provide the space and facilities necessary for the auditor to conduct the examination. In addition, all information, data, reports, and records necessary for carrying out the work shall be furnished to the auditor and the City of Sanger shall cooperate with the auditor in every reasonable way to ensure timely completion of the audit. The auditor will also be provided with access to one telephone line, photocopying facilities, and a facsimile machine.

6. TIMELINE

RFQ Released	June 17, 2026
Deadline for Questions (5:00 pm)	June 23, 2026
Proposal Submission Deadline	July 7, 2026
Proposal Opening	July 7, 2026
Recommendation to Governing Bodies	July 20, 2026*
Selected Auditor Notified	July 21, 2026*
Contract Execution	August 21, 2026*
Final Reports	January 2027*

*Indicates tentative dates.

The auditor shall be required to present the findings of the audit to City Council.

It is expected that a contract will be executed between the City and the selected consulting firm within forty-five (45) days of the due date for proposals. It is anticipated that the project will be completed within six (6) months from the signing of the contract.

7. SUBMISSION DETAILS

7.1. STATEMENT OF QUALIFICATIONS

The consultant shall submit a Statement of Qualifications. The statement, at minimum, should address each of the specific topics listed below (additional information may be included). Failure to include any of the following requested information may be cause for the proposal to be considered incomplete and thus rejected.

- A. Provide a cover letter on firm letterhead and identify the project manager and key staff involved along with contact information for the project manager.
- B. Written presentation of the qualifications of the firm and their understanding of the work to be performed.
- C. List of services that will be provided.
- D. Availability, credentials, and related experience of the firm and key staff with similar studies, preferably with municipal governments.
- E. Provide copies of the resumes of the proposed project manager and key staff. Provide information on specific experiences with successful outcomes in conducting the process and making presentations to public bodies.
- F. Include with their proposals a list of at least three (3) current references for whom comparable work has been performed in the past three (3) years, specifically citing work in communities similar to Sanger. This list shall include the municipality's name, person to contact, address, telephone number, email address, and a brief, but adequately detailed description of the work performed.
- G. Provide complete or partial examples of work similar in nature to this project.
- H. List of anticipated sub-contractors and/or partners, if any and their availability, credentials, and related experience.
- I. Explain the methodology you propose to successfully perform the services outlined in the cope of Work.
- J. Include a statement on the anticipated time frame based on the scope of work as listed in this RFQ. Report on prior experience in delivering services within the prescribed time frame.

8. SUBMISSION INSTRUCTION

STATEMENT OF QUALIFICATIONS MUST BE RECEIVED BY

2:00 pm, Tuesday, July 7, 2026

SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED

Submissions shall be submitted electronically via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/sangertexas/projects/268989>.

The proposals will be publicly recognized at City Hall, 502 Elm St, Sanger, TX 76266 at 2:00 pm on Tuesday, July 7, 2026.

Questions or requests for clarifications shall be submitted through the OpenGov Procurement portal. All questions or requests for clarification must be submitted in writing so they may be shared with all bidders or interested parties.

9. SELECTION PROCESS AND CRITERIA FOR CONSIDERATION OF QUALIFICATIONS

Statements will be reviewed and evaluated by the City staff and on a number of criteria, including, but not limited to the following:

- Overall responsiveness and quality of the proposal in clearly stating an understanding of the project.
- Experience and knowledge in developing similar plans by consultant personnel who will be directly involved with the project.
- The experience and availability of support staff for the project.
- The ability to complete the plan within the given timeframe.
- References

After evaluating the proposals, the City may request additional information from any consultant identified as most responsive to this RFQ. At its discretion, the City may require any consultant to make a presentation to provide an opportunity to clarify the submission. The City will schedule any such presentations. The City will evaluate the written proposals and will select the consultant which meets the best interest of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The City reserves the right to negotiate any and all elements of this proposal, including, but not limited to, the fee structure and terms of the contract, with the proposing firm selected.

9.1. DISCLAIMER

This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of Statements or anticipation of a contract. The City reserves the right at its sole discretion: to make selections, to reject any or all submissions, to issue subsequent RFQ, to remedy technical errors in the RFQ process, and to enter into a contract with one or more consultants for the provisions of any, all or some of the services described herein.

9.2. AGREEMENT FOR PROFESSIONAL SERVICES

Attached as Exhibit A is the City of Sanger's standard agreement for professional services. The agreement also indicates the insurance and indemnification requirements that the City will require of the selected firm.

9.3. AWARDING OF CONTRACTS

Be advised that any contract awarded will be executed after approval by the City Council and upon completion of all required reviews in accordance with applicable laws, regulations, and internal policies. No work shall commence, nor shall any obligations be assumed by the issuing entity, until a fully executed contract is in place.

10. BOND, INSURANCE AND INDEMNIFICATION

10.1. BOND POLICY

Bidders may be required (at the statutory limit or less) to provide certain bonds for Public Works/ Construction Contracts. This ensures that if the bidder attempts to withdraw after the bid is accepted, the City will not suffer loss. The City will only accept sureties duly qualified and authorized. Personal sureties will not be accepted.

The City may require bonding on other projects to mitigate risk. The City requires payment, performance, and maintenance bonding to be provided.

10.2. TYPES OF BONDS

- A. Bid Bonds - The Bid Bond minimum limit is five percent (5%) of the total amount bid and would typically apply to construction contracts. It is the City's option whether or not bidders to provide a Bid Bond. Certified or cashier's check will not be accepted in lieu of a Bid Bond. Bid Bonds are provided on surety forms. Bid Bonds will be returned to the issuing vendor upon request. Bond must be requested within ten days of award.
- B. Payment Bonds are required for Public Works contracts in excess of \$50,000 and must be written for 100% of the total bid price. The Payment Bond is for the protection of those performing work as subcontractors or suppliers for the prime vendor/contractor.
- C. Performance Bonds are required for all Public Works contracts when the vendor's bid exceeds \$100,000, and they must be written for 100% of the total bid price. These bonds are solely for the protection of the City in the event of a contractor/vendor default under Contract terms and conditions.
- D. Maintenance Bonds can be written for a term relevant to the project. The coverage provided by a Maintenance Bond is to guarantee against defective workmanship and materials.

10.3. BOND REQUIREMENTS

- A. All Bonds must be in the forms acceptable to the City Manager.
- B. All performance bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.
- C. All performance bonds must be signed by an agent and must be accompanied by a certified copy of the authority for him or her to act.
- D. All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue performance bonds for the limits and coverage required.
- E. Approval of bonding company as per ratings of the Texas Department of Insurance, or a successor agency.

10.4. INSURANCE AND INDEMNIFICATION POLICY

- A. Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance listing the City as an additional insured or a copy of their insurance policy(s) including a copy of the endorsements necessary to meet contract requirements, and hold harmless and defense clauses.
- B. Contractual agreement must contain a provision that transfers the risk of the project for the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.
- C. Workers' Compensation Insurance - Per Statute, contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost. See Texas Labor Code, § 406.096.
- D. All insurance documents must be verified and approved prior to the contract, purchase order, or commencement of work to be performed.

10.5. INSURANCE

	City of Sanger							
	Minimum Insurance Requirements Summary							
Agreement Type	General Liability	Auto	Work. Comp.	Employers Liability	Prof. Liability	Installation Floater	Builder's Risk	Garage Liability
General Contract - Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Special Events	X	X	X					

Min Coverage Amounts								
Minimum Standard Limit	\$1M Per Occurrence \$2M Aggregate	\$1M Combined Single Limit	Texas	\$500K Accident \$500K Employee \$500K Limit	\$1M Per Occurrence \$2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers' Liability Limit: \$1M/\$1M/\$1M; CGL Limit: \$2M per occurrence and \$4M aggregate							
Garbage Collection Services	CGL Limit: \$5M per occurrence and \$10M aggregate; Auto Limit: \$5M Combined Single Limit							
Pollution Exposure	\$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Railway Exposure	\$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	\$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	\$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
<u>Footnotes:</u>	A. Waiver of subrogation shall be provided with the Workers' Compensation coverage. B. The City shall be covered as additional insured on the GL and Auto policies. C. Policies of insurance shall not be canceled without a 30-day notice to the City. D. Insurance carriers must meet A.M. Best financial rating of A-VI or better. E. Combination of primary or excess policies that meet the required limits is acceptable. F. Agreements may require additional coverage and/or higher limits at the City's discretion.							

Note: City Manager may waive any insurance requirements for low cost/low risk projects.

11. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm Qualifications and Experience Evaluation of the firm's overall qualifications, governmental auditing experience, technical competence, experience with municipalities of similar size and complexity, and demonstrated ability to successfully perform the requested services.	0-100 Points	30 <i>(30% of Total)</i>
2.	Key Staff Qualifications and Experience Evaluation of the qualifications, certifications, experience, availability, and proposed roles of key personnel assigned to the engagement, including the Engagement Partner and Audit Manager.	0-100 Points	25 <i>(25% of Total)</i>
3.	Technical Approach and Understanding of Services Evaluation of the firm's understanding of the City's needs, audit methodology, communication process, project management approach, proposed timeline, and ability to meet required deadlines.	0-100 Points	25 <i>(25% of Total)</i>
4.	Experience with Governmental and Municipal Audits Evaluation of the firm's experience performing audits in accordance with Government Auditing Standards (Yellow Book), Uniform Guidance requirements, Single Audits, and experience with Texas municipalities and governmental entities.	0-100 Points	10 <i>(10% of Total)</i>

5.	References and Past Performance Evaluation of references, past performance, quality of prior services, responsiveness, professionalism, and demonstrated ability to successfully complete similar engagements.	0-100 Points	10 <i>(10% of Total)</i>
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12. VENDOR QUESTIONNAIRE

1. Cover Letter*

Provide a cover letter on firm letterhead and identify the project manager and key staff involved along with contact information for the project manager.

*Response required

2. Written Presentation of the Qualifications*

Please provide a written presentation of the qualifications of the firm and their understanding of the work to be performed.

*Response required

3. List of Services to be provided*

*Response required

4. Experience*

Availability, credentials and related experience of the firm and key staff with similar studies, preferably with municipal governments.

*Response required

5. Resumes*

Provide copies of the resumes of the proposed project manager and key staff.

Provide information on specific experiences with successful outcomes in conducting the process and making presentations to public bodies.

*Response required

6. References*

Include at least three (3) references for whom comparable work has been performed in the past three (3) years, specifically citing work in communities similar to Sanger. This list shall include the municipality's name, person to contact, address, telephone number, email address, and a brief, but adequately detailed description of the work performed.

*Response required

7. Examples of Work*

Provide complete or partial examples of work similar in nature to this project.

*Response required

8. Anticipated Sub-Contractors*

List of anticipated sub-contractors and/or partners, if any, and their availability, credentials and related experience.

*Response required

9. Methodology*

Explain the methodology you propose to successfully perform the services outlined in the Scope of Work.

*Response required

10. Anticipated Time Frame*

Include a statement on the anticipated time frame based on the scope of work as listed in this RFQ. Report on prior experience in delivering services within the prescribed time frame.

*Response required

11. Conflict of Interest Questionnaire (FORM CIQ)*

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

*Response required

12. Compliance with HB 89*

A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

- ☐ Yes, we agree
- ☐ No, we do not agree
- ☐ N/A

*Response required

13. Boycott of Energy Companies*

Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

- ☐ Yes, we agree
- ☐ No, we do not agree
- ☐ N/A

*Response required

14. Discrimination*

Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a

firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

- ☐ Yes, we agree
☐ No, we do not agree
☐ N/A

*Response required

15. Compliance with B 252*

A person or business that contracts with Sanger or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist organization while providing products or services to the City of Sanger.

- ☐ Yes, we agree
☐ No, we do not agree

*Response required

16. Confirmation of Request for Qualifications*

The undersigned affirms that he/she has read and understands the specifications, terms, and conditions, all exhibits and attachments contained herein and that they are duly authorized to execute this response to the Request for Qualifications.

- ☐ Please confirm

*Response required

17. 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 or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Attach Completed 1295. Form can be found at

- <https://www.ethics.state.tx.us/filinginfo/1295/>
- <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

*Response required

We look forward to receiving your proposal.

Sincerely,
Danielle Stanford, Controller
City of Sanger, Texas
dstanford@sangertexas.org
(940) 458-7930

ATTACHMENT A - PROFESSIONAL SERVICE AGREEMENT TEMPLATE



SERVICE AGREEMENT NO. 25-59999

TITLE OF SERVICE

THIS **Title of Service Agreement** ("Agreement") is entered into by and between the City of Sanger, a Texas home-rule municipal corporation ("City") and Company or Person ("Contractor"), effective upon execution by the City.

WHEREAS, Contractor has bid to provide Title of Service in response to Request for Bid/Proposal No. 123 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Title of Service ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
2. **Term.**
 - (A) The Term of this Agreement is ## months/years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The Parties may mutually extend the term of this Agreement for up to ## additional number-month/year periods ("Option Period(s)"), provided, the Parties do so in writing prior to the expiration of the original term or the then-current Option Period.
 - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, upon written agreement of the Parties, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$00.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Contract Administrator:

City of Sanger
Attn: Accounts Payable
P.O. Box 1729
Sanger, Texas 76266
Email: accountspayable@sangertexas.org

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name
Department
Phone
Email

5. **Insurance; License.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Contract, further, must require that any subcontractors provide a COI to Contractor evidencing the same required insurance coverages, including all required endorsements.

(B) Prior to beginning work, Contractor must provide evidence of any valid professional license necessary for the performance of the work under this Agreement.

6. **Standard of Care.** Contractor warrants that all Services shall be performed in accordance with the standard of care used by similarly situated consultants performing similar services under the same professional license.

7. **Independent Contractor; Release.**

(A) In performing this Agreement, both the City and Contractor shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. Contractor shall perform all professional services as an independent contractor and shall furnish such Services in his own manner and method, and under no circumstance or condition shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party.

(B) As an independent contractor, no workers' compensation insurance shall be obtained by City covering the Contractor and employees of the Contractor. The Contractor shall comply with any and all workers' compensation laws pertaining to the Contractor and employees of the Contractor.

8. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the

sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

9. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
10. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
11. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
12. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
13. **Notice.** Any notice required under this Agreement must be given by hand delivery, or certified mail, postage prepaid, and is deemed received on the day hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Sanger
Attn: Name
Title Address
Phone:

IF TO CONTRACTOR:

Company Name
Attn: Name
Title
Address
Phone:

14. ***Contractor shall fully indemnify, hold harmless and defend the City of Sanger and its officers, employees and agents ("Indemnitees") from and against any and all liability, loss, claims, demands, suits, and causes of action of whatever nature, character, or description on account of personal injuries, property loss, or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, attorneys' fees and expert witness fees, which arise out of or in connection with a breach of this Agreement or the performance of this Agreement by the Contractor or result from the negligent act, omission, misconduct, or fault of the Contractor or its employees or agents. Contractor must, at its own expense,***

investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind arising or resulting from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of Contractor under this section shall survive the expiration or earlier termination of this Agreement.

15. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

16. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

17. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager, or designee, first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

18. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

19. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid/proposal solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid/proposal response (Exhibit 2).

20. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

21. Governing Law. Contractor agrees to comply with all applicable laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of

the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Hays County, Texas.

22. Verification of Compliance with Laws.

- (A) For purposes of compliance with Chapter 2271.002 of the Texas Government Code, and subject to applicable Federal law, Contractor verifies that it does not boycott Israel and will not boycott Israel while this Agreement is in effect. The term "boycott Israel" as used in this paragraph shall have the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (B) For purposes of compliance with Section 2274.002, Texas Government Code, and subject to applicable Federal law, Contractor verifies that it does not boycott energy companies and will not boycott energy companies while this Agreement is in effect. The phrase "Boycott Energy Companies" as used in this paragraph shall have the meaning assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.
- (C) For purposes of compliance with Section 2274.002, Texas Government Code, and subject to applicable Federal law, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association while this Agreement is in effect. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph shall have the meaning assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.
- (D) Contractor certifies that it adheres to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin. Contractor understands that if this Agreement is supported by federal funds, Contractor must require certification from all subcontractors confirming adherence to Title VI.

23. Public Information Act Requirements. This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SANGER

John Noblitt
City Manager

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 123
Exhibit 2: Contractor's Bid/Proposal Response

SAMPLE