

CALDWELL COUNTY, TEXAS

REQUEST FOR PROPOSALS NO. 24CCP05P FINANCIAL AUDIT SERVICES

Issue Date: October 22nd, 2024

Submission Deadline: November 26th, 2024

**Delivery Address:
Attn: Merari Gonzales
405 East Market Street
Lockhart, TX 78644**

SECTION I-GENERAL INSTRUCTIONS AND INFORMATION

1.01 THE PURPOSE OF THIS DOCUMENT IS TO solicit proposals for financial audit services for a three (3) year period with an option to renew for two (2) additional one-year terms at the discretion of the Commissioners Court. It is Caldwell County's intent to obtain proposals from and the services of a qualified, certified public accountant with extensive experience in performing financial audit services for government agencies.

1.02 CONTACT: Offerors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror.

Requests for information regarding matters related to this RFP should be directed to:

Danie N. Teltow – Caldwell County Auditor
110 South Main St. RM 303
Lockhart, TX 78644
512-398-1801
Danie.teltow@co.caldwell.tx.us

1.03 SUBMISSION: Sealed proposals shall be received November 14th, 2024 no later than 2:00 P.M.

MARK ENVELOPE: RFP NO. _____ FINANCIAL AUDIT SERVICES

RETURN PROPOSALS TO: CALDWELL COUNTY PURCHASING AGENT
405 E. MARKET ST.
LOCKHART, TX 78644

Proposals must be submitted as instructed in this packet. Three (3) copies of your proposal shall be placed in a sealed envelope, with each appropriate page manually signed by a person having the authority to bind the firm in a contract. The proposal number and title must be clearly marked on the outside of the envelope. No elaborate binding or binders, please. Facsimile transmittal shall not be accepted.

1.04 NO OFFER: If offeror does not wish to submit a proposal at this time but desires to remain on the list for this service, please submit a “NO OFFER: by the same time and at the same location as state above.

Caldwell County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate you indicating on any “NO OFFER” response any requirements of this RFP, which have influenced your decision to “NO OFFER.”

1.05 ACCEPTANCE/REJECTION OF PROPOSALS: It is understood that the Caldwell County Commissioner's Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price, previous working relations, and other evaluation factors set forth in this request for proposals.

1.06 LATE PROPOSALS: Proposals received in the Purchasing Agent Office after the submission deadline shall be returned unopened and will be considered void and unacceptable.

Caldwell County is not responsible for lateness of mail, carrier, etc., and time/date stamped by Purchasing Agent's Office shall be the official time of receipt.

1.07 ALTERATION OF PROPOSALS: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

1.08 WITHDRAWAL OF PROPOSALS: A proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

1.09 ACKNOWLEDGEMENT OF PROPOSALS: Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offeror and kept secret during the negotiation/evaluation process.

All proposals shall be open for public inspection after the contract is awarded, except for trade secret and confidential information contained in the proposal so identified by offeror as such.

SECTION II – SPECIFIC REQUIREMENTS

2.00 GENERAL: The following information is specific to the selection of a firm for the service described in the scope of services to follow.

2.01 EVALUATION CRITERIA: The Selection Committee will evaluate proposals based on a comprehensive set of criteria. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

Caldwell County
Request for Proposal 24CCP05P
October 22, 2024

30% - The firm's experience in providing audits of governmental entities as described in the scope of services.

30% - Qualifications of staff. The experience and expertise of staff assigned to the audit, to include work related experience, education and certification and tenure with the firm.

20% - References and recommendations from past clients.

20% - Audit strategy.

2.02 **MINIMUM REQUIREMENTS:** The County ranks audit quality and technical competence high in its expectations. Recent governmental auditing standards require specialized continuing education.

Negotiations may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. All offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining the best and final offer.

2.03 **SUBMITTAL:** For proper comparison and evaluation, Caldwell County requests that proposals address, at a minimum, the following format.

- A. Transmittal Letter – A brief introductory letter of representation. Briefly state your understanding of the work to be performed and make a positive commitment to perform the work within the time period. State the names of persons authorized to make representations for the firm, their titles, addresses, and telephone numbers.
- B. Executive Summary – A brief summary highlighting the most important points of the proposal. Describe the scope of the required services. The firm's specific audit approach should be set forth in the proposal and should include an explanation of the audit methodology to be followed.
- C. Peer Review – Offeror should include a report of the results of the firm's most recent Peer Review as required by the AICPA and Government Auditing Standards. The report should state whether the Peer Review included a review of government audits.
- D. Degree of Compliance – A statement that all services quoted in proposal are in full accord with the specification or a brief listing of all those specification sections to which the offeror takes exception.
- E. Proposal Pricing – Summarize the work plan to accomplish the scope defined in the guidelines stated herein and the maximum fee for which the requested work will be done for each fiscal year in the initial term. Also indicate what methods would be used to calculate costs for future optional

terms. Include detail of price including the number of staff and staff hours that will be committed to the audit. Cost estimates should be submitted on the Cost Estimate Sheet included in this request for proposal.

- F. Explanations and Exceptions – Include explanations, exceptions comments, etc., that you consider necessary pertaining to the sections of the specifications. All comments show be listed and numbered in the order of the respective article of the specification.
- G. Descriptive Literature – Illustrative or descriptive literature, brochures, specifications etc., that provide additional offeror/service information with regard to issues addressed in other areas of the offeror’s proposal.
- H. Background Information – This section should include a description of the offeror’s experience with other services similar to the one described herein. At a minimum, include:
 - 1. Briefly describe the firm, location, and range of activities engage in the practice of public accountancy;
 - 2. Confirm that offerors are certified public accountants presently engaged in the practice of public accountancy;
 - 3. Affirm that offerors are independent;
 - 4. Include information which attests to the offeror’s auditing experience, particularly in auditing Counties of Texas. Specifically, include a reference list of local government audit client as described below; and,
 - 5. Include the names, qualifications and a brief resume of each individual who will be assigned to the audit for the County. At least one (1) certified public accountant is required. At a minimum, resumes should include:
 - a. The amount of experience the individual has in the auditing profession;
 - b. A summary of similar audits on which the individual has worked; and
 - c. A summary of continuing professional education the individual has completed in governmental accounting and auditing during the last two (2) years.
- I. References – Offeror shall submit with the proposal a list of a least three (3) references where like services have been performed by their firm as required on the attached Vendor Reference Form: Include name of client, address, telephone number and name of representative.
- J. Affidavit – Offeror shall complete and submit with the proposal the Bid Proposal Affidavit provided as part of this request for proposal.

2.04 TERM: The initial term of the contract shall be for a three (3) year period and date of award with an option to renew for two (2) additional one-year terms at the discretion of Commissioners Court.

2.05 OFFEROR RESPONSIBILITY: It is the responsibility of each offeror before submitting a proposal:

- A. To examine thoroughly the contract documents and other related data identified in the proposal documents.
- B. To consider federal, state and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- C. To study and carefully correlate offeror's knowledge and observations with the contract documents and such other related data.
- D. To promptly notify the County Auditor's Office of all conflicts, errors, ambiguities, or discrepancies which offeror has discovered in or between the contract documents and such other related documents.

SECTION III – SCOPE OF SERVICES

3.00 NATURE OF SERVICES REQUIRED

A. Fiscal year financial audit of Caldwell County. The examination shall include the general-purpose financial statements and schedule of Federal Financial Assistance of Caldwell County. The auditor's opinion must cover the full scope of the Financial Statement and the schedule of Federal Financial Assistance.

B. The audit should be made in accordance with:

- 1. Generally accepted auditing standards established by the American Institute of Certified Public Accountants.
- 2. The AICPA Industry Audit Guide, Audits of State and Local Governmental Units.
- 3. NCGA Statement 1, Governmental Accounting and Financial Reporting Principles.

E. State and Federal Grant Single Audit in conformance with OMB Circular A-128A.

3.01 CONTRACTUAL ARRANGMENTS: Caldwell County reserves the right to accept or reject any (or all) proposals submitted. Caldwell County is under no legal requirement to execute a contract and intends the material herein as a general description of the services desired.

3.02 ADDITIONAL INFORMATION

- A. The majority of the fieldwork for the County's independent audit will be conducted in the office of the County Auditor. The County Auditor will coordinate the audit for the county. Workspace for audit staff will be provided in the County Auditor's office. Records and

Caldwell County
Request for Proposal 24CCP05P
October 22, 2024

documents to be audited are located at the County auditor's Office and other County Offices.

- B. The County's 2024-2025 budget is \$65,800.00. The General Fund budget is \$34,000,00. We maintain 11 Special Revenue funds, 1 Debt Service Fund, and 1 Capital Project Fund.
- C. Single audit is anticipated for FY 2023-2024.
- D. The County is structured so that cash collections are decentralized. There are multiple cash collection points throughout the County, there are no known material weaknesses in the County's system of internal control.
- E. Caldwell County employees participate in the Texas County and District Retirement System, a deferred compensation plan and a tax-free benefit plan.
- F. Prior year audit reports and management letters are on file for review upon request in the County Auditor's Office at 110 South Main Street, Lockhart, Texas.
- G. Caldwell County's payroll is managed by the County Human Resource Department, with the assistance of the County Auditor and distributed by the county Treasurer with over 240+ employees on a bi-weekly basis.

SECTION IV – GENERAL CONTRACT TERMS AND CONDITIONS

4.00 CONTRACT: This proposal submitted documents and any negotiations, when properly accepted by Caldwell County, shall constitute a contract equally binding between the successful offeror and Caldwell County. No different or additional terms will become a part of this contract with the exception of a Change Order.

4.01 CONFLICT OF INTEREST: No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

4.02 CONFIDENTIALITY: All information disclosed by Caldwell County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

4.03 ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Caldwell County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda.

4.04 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specification stated in the resulting contract. All change orders to the contract will be made in writing by the Commissioner's Court.

Caldwell County

Request for Proposal 24CCP05P

October 22, 2024

4.05 ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Caldwell County Commissioners.

4.06 VENUE: This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Caldwell County, Texas.

4.07 SUBMITTAL OF COFIDENTIAL MATERIAL: Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Caldwell County.

4.08 MINIMUM STANDARD FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective offeror must affirmatively demonstrate their responsibility. A prospective offeror must meet the following requirements:

- 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 a satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics;
- E. Be otherwise qualified and eligible to receive an award.

Caldwell County may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

4.09 INDEMNIFICATION: Successful offeror shall defend, indemnify and save harmless Caldwell County and all its officers, agents, and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Caldwell County growing out of such injury or damages.

4.10 SALES TAX: Caldwell County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

4.11 PATENT/COPYRIGHTS: The successful offeror agrees to protect Caldwell County from claims involving infringements of patents and/or copyrights.

4.12 TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, completion and acceptance of service or default. Caldwell County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

- 1. Meet delivery or completion schedules, or
- 2. Otherwise perform in accordance with the accepted proposal.

Caldwell County
Request for Proposal 24CCP05P
October 22, 2024

Breach of contract or default authorizes the County to award another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with thirty (30) day's prior to written notice to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or the Caldwell County, 110 S Main St., Lockhart, TX 78644.

4.13 PERFORMANCE OF CONTRACT: Caldwell County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

RFP ACKNOWLEDGMENT

IN SUBMITTING A RESPONSE TO THIS RFP, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP. THE PERSON SIGNING ON BEHALF OF RESPONDENT CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE PROPOSAL ON BEHALF OF THE RESPONDENT AND TO BIND THE RESPONDENT TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR PROPOSALS:

Authorized Signatory for Respondent:

Name of Company:

Date



TEXAS GOVERNMENT CODE CHAPTER 2252 VERIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company name) _____ being an adult over the age of eighteen (18) years of age, do hereby attest and verify that the company named above, under the provisions of Title 10, Subtitle F, Government Code Chapter 2252:

- IS NOT listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, 807.051 or Section 2252.153; and
- Will not be listed during the term of the contract between company and Caldwell County, Texas.

Pursuant to Texas Government Code Section 2252.152 and Section 2252.153:

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. *A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).*

Sec. 2252.153. LISTED COMPANIES. *The Comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.*

Signature

Printed Name

Title

Date



TEXAS GOVERNMENT CODE CHAPTER 2271 VERIFICATION FORM

In accordance with Section 2271.002, provision required in contract.

I, _____ (Person name), the undersigned representative of (Company name) _____ being an adult over the age of eighteen (18) years of age, do hereby attest and verify that the company named above, under the provisions of Title 10, Subtitle F, Government Code Chapter 2271:

- Does not boycott Israel; and
- Will not boycott Israel during the term of the contract between company and Caldwell County, Texas.

Pursuant to Texas Government Code, Section 2271.001 and Title 8, Subchapter A, Section 808.001:

Sec. 808.001 DEFINITIONS. *In this chapter:*

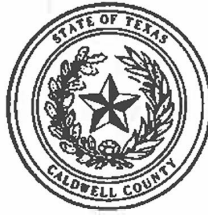
- (1) *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- (2) *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature

Printed Name

Title

Date



TEXAS GOVERNMENT CODE CHAPTER 2274 VERIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company name) _____ being an adult over the age of eighteen (18) years of age, do hereby attest and verify that the company named above, under the provisions of Title 10, Subtitle F, Government Code Chapter 2274:

- Does not discriminate against a firearm entity or firearm trade association; and
- Will discriminate against a firearm entity or firearm trade association during the term of the contract between company and Caldwell County, Texas.

Pursuant to Texas Government Code Section 2274.001(3):

Sec. 2274.001 DEFINITIONS. In this chapter:

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association to:

- i. refuse to engage in the trade of any good or service with the entity or association based solely on its status as a firearm entity or firearm trade association;
- ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
- iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

- i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
- ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulation or a directive by a regulatory agency; or
 - (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Signature

Printed Name

Title

Date



TEXAS GOVERNMENT CODE CHAPTER 2276 VERIFICATION FORM

In accordance with Section 2276.001(1), provision required in contract.

I, _____ (Person name), the undersigned representative of (Company name) _____

being an adult over the age of eighteen (18) years of age, do hereby attest and verify that the company named above, under the provisions of Title 10, Subtitle F, Government Code Chapter 2276:

- Does not boycott energy companies; and
- Will not boycott energy companies during the term of the contract between company and Caldwell County, Texas.

Pursuant to Texas Government Code, Section 2276.001(1) and Title 8, Subchapter A, Section 809.001:

Sec. 809.001 DEFINITIONS. *In this chapter:*

- (1) *"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
 - (A) *engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or*
 - (B) *does business with a company described by Paragraph (A).*

Signature

Printed Name

Title

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>

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:

(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 Qualifications or Qualifications, 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

Declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(signature) _____

(date) _____

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. Qualification/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualification (RFQ) number; Invitations for Qualification (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Qualification control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503