



REQUEST FOR QUALIFICATIONS (RFQ)
RFQ 25-005

Hotel Occupancy Tax Professional Audit Services

Release Date: October 16, 2025
Deadline For Questions: November 6, 2025, at 2:00 PM CST
Response Deadline: November 17, 2025, at 2:00 PM CST

Responses Must be Submitted to:

City of Leon Valley – Community Relations Director
6400 El Verde Rd., Leon Valley, TX 78238

TABLE OF CONTENTS

I. GENERAL INFORMATION	3
II. CALENDAR OF EVENTS	4
III. COMPETITIVE PROPOSAL OPENING	4
IV. INFORMATION REQUESTED FROM RESPONDENTS.....	5
V. SUBMISSION OF STATEMENT OF QUALIFICATIONS.....	7
VI. EVALUATION PROCEDURES	10
VII. EVALUATIONCRITERIA.....	10
VIII. FINAL SELECTION	12
IX. RIGHT TO REJECT PROPOSALS.....	12
X. ADDITIONAL TERMS & CONDITIONS.....	12
XI. TERMINATION FOR DEFAULT.....	15
XII. ATTACHMENTS.....	17

I. GENERAL INFORMATION

A. REQUEST FOR QUALIFICATIONS (RFQ)

The City of Leon Valley (“City”) is seeking proposals from qualified and experienced Respondents interested in providing Hotel Occupancy Tax Professional Auditing Services (hereinafter the “Respondents”). The successful Respondent will review taxpayer records for the collection and remittance of Hotel Occupancy Taxes (HOT) assessed within the incorporated boundaries of the City. The successful Respondent will assist the City in the discovery, recovery, auditing, reporting and compliance for all overnight rental operators.

The City of Leon Valley has experienced significant growth in short-term rental properties, with no significant change to Hotel Occupancy Tax revenue over the previous 3 – 4 years. Currently, there are 30+/- active STR’s and 3+/- hotels/motels within the Leon Valley City limits. The City received approximately \$80 thousand in hotel occupancy tax revenue in fiscal year 2024. The City is seeking professional auditing services to assist with collecting unpaid HOT from the 3+/- hotels/motels and 30+/- STR’s within the Leon Valley City limits due to error or non- compliance with State HOT laws and the City Ordinance.

Leon Valley is a home-rule, incorporated city with a 2020 census population of approximately 11,542. The city encompasses approximately 3.4 square miles located in the northwest quadrant of Bexar County.

B. SCOPE OF WORK

The successful Respondent will provide services related to:

Hotel Occupancy Tax discovery, recovery, auditing, reporting and compliance to include, but not limited to the following:

- Conduct on-site and off-site audit of taxpayer records,
- Inform and educate the taxpayer of hotel occupancy tax violations under Texas Statute and Local ordinance, and filing procedures,
- Provide estimates of unpaid HOT where taxpayer documentation is unavailable or lacking,
- Assist in the recovery of unpaid HOT, and
- Provide an audit report to the City and taxpayer at the conclusion of the audit review.

The successful Respondent will coordinate with City Staff regarding:

- Updates on the progress of field audit,
- Communications with taxpayers,

- Selection of taxpayers for audit review, and
- Additional information needed from City Staff or taxpayers during the audit review.

II. CALENDAR OF EVENTS

The proposed calendar of events for the selection of an auditor is detailed in the table below.

Date	Event
October 16, 2025	Advertise the Request for Qualifications (RFQ) in the newspaper, post it on the City's website, and distribute it to prospective firms.
November 6, 2025	Deadline for Questions and Requests for Clarification must be submitted in writing no later than 2:00 PM CST
November 17, 2025	Sealed Statements of Qualifications must be submitted to the Community Relations Director at City Hall no later than 2:00 PM.
November 24, 2025	Evaluation of Proposals from Committee
December 16, 2025	City Council selection of Respondent
December 17, 2025	Selected firm notified

III. COMPETITIVE PROPOSALS OPENING

Proposals will not be opened publicly to avoid disclosure of contents to competing Respondents and will be kept confidential during the process of review and negotiation. However, all proposals will be open for public inspection after the award of the contract by the City Council. Trade secrets and proprietary information will not be shared. Proposer's marking the entire proposal as confidential and/or proprietary is not in conformance with the Texas Public Information Act, Texas Government Code §552.

The City of Leon Valley Evaluation and Selection Committee will evaluate RFQ responses. Based on their evaluation, staff will present the committee's recommendations to the City Council for consideration and possible award of contract. The City reserves the right to:

- Accept one or more RFQ responses or reject any or all RFQ responses to this RFQ.
- Award to one or more companies or individuals as necessary to meet the contract demands.
- Award the Respondent whose proposal is deemed most advantageous to the City, as determined by the Evaluation and Selection Committee.

- Proposals may not be changed or amended once submitted.
- Proposals may not be withdrawn unless the request is submitted in writing prior to the submission deadline date to Crystal Miranda at c.miranda@leonvalleytexas.gov. Re-submissions will not be accepted.

IV. INFORMATION REQUESTED FROM RESPONDENTS

Respondents should refer to Section V (Submission of Statement of Qualifications) of this RFQ for additional response guidelines. To achieve a uniform review process and obtain the maximum degree of comparability, the Statement of Qualifications is to be organized according to the outline detailed in this section.

A. Cover Page/Signature Page

Show the RFQ subject, the name of the proposing firm, local address, website address, telephone number, name of contact person, and date submitted. (See Attachment A)

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Respondent's Questionnaire

See Attachment B.

D. Litigation Disclosure

See Attachment C.

E. Letter of Transmittal

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement about why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period stated.

F. Technical Requirements

The Technical Proposal should address all the points outlined in the request for proposals. The RFQ should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ.

While additional data may be presented, the following subjects, items Nos. 1 through 3, must be included. They represent the criteria against which the proposal will be evaluated.

1. Firm Qualifications and Expertise

The City will evaluate the Respondent's qualifications and successful experience with the project scope. The City will consider the relevance of experience for all parties proposed as a part of the Respondent's team.

Provide a brief biography about your company. Please include how long your firm/company has been in business and the unique features that make your business stand out from your competitors.

Provide a brief biography of key personnel the City will be in contact with, as well as personnel that may be conducting the hotel occupancy tax audits. Please include their current title, length of employment with your firm/company, degrees, certifications, and experience relevant to the scope of this RFP.

Submit a list of three (3) references where your firm/company has performed hotel occupancy tax audits for a municipal government in Texas (See Attachment D). Please include the municipality's name, the contact's name, title, business address, phone number, and email address.

2. Proposed Plan

The firm shall submit information in a detailed narrative that clearly and concisely describes the organization and approach to conducting hotel occupancy tax audits to include availability and ability to commit to successful and expeditious completion of the scope of services requested.

- a) Provide detailed information regarding your method for identifying unpaid hotel occupancy taxes and reporting information.
- b) Provide a description of resources available to identify potential tax violations, if any.
- c) Provide an implementation plan which includes an estimated number of days after contract execution until the first taxpayer audit is performed.
- d) Describe the specific format in which the audit findings will be provided to the City.

3. Independence and Conflict of Interest Questionnaire

Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: [1295.pdf \(state.tx.us\)](https://www.state.tx.us/1295.pdf)

Conflict of Interests Questionnaire (Form CIQ). This form is available online at:

Form CIQ (Conflict of Interest Questionnaire) (state.tx.us)

F. Proposal Prices

The Proposal Prices must contain all pricing information relative to performing the audit engagement as described in this RFQ. The total all-inclusive price must contain all direct and indirect costs to be charged to the City, including all Firm out-of-pocket expenses for which reimbursement will be sought. The City will not reimburse or otherwise be responsible for expenses incurred in preparing and submitting a response. Such costs may not be included in the proposal.

To maintain the integrity of the evaluation process, no pricing information shall be included in the Qualifications packet.

Please submit the proposed price in a separate sealed envelope clearly labeled "Proposal Price." This pricing envelope should be distinct from the technical proposal to ensure the evaluation of qualifications is conducted independently of cost considerations.

The City will evaluate price as an important, but not overriding, factor, considering the cost of base services and optional services if applicable. The City of Leon Valley is open to negotiating a flexible pricing structure for the scope of services in this RFQ. Generally, pricing will be categorized as shown below. Please indicate whether pricing is annual, monthly, per unit, per service, per hour, per job etc.

- a) Provide itemized price schedule for services being proposed by your firm. Align pricing to the "Proposed Plan" for the City. Indicate the cost on an annual basis.
- b) Proposed Price should be inclusive of all labor, materials, service equipment, tools, transportation, set-up charges, methods of communication, and miscellaneous services as necessary to complete the work as defined in the proposed plan.

F. Exceptions and Deviations

Any exceptions to the specifications in this RFQ must be clearly stated in the Respondent's proposal.

V. SUBMISSION OF STATEMENT OF QUALIFICATIONS

A. Instructions to Prospective Respondents

The following instructions should be observed by firms responding to this RFQ:

- a) Please respond specifically to all information requested in this RFQ or indicate why a particular response is not given.
- b) Please limit responses to relevant material. Any additional data may be included in the Statement of Qualifications at the proposer's discretion. Additional information must be submitted in the form of an appendix or bound separately.
- c) Identify the RFQ item being addressed in the introduction to each response.
- d) Respondents or their representatives are prohibited from communicating with City of Leon Valley (including City Council members) and employees (other than the Principal Contact) regarding the RFQ from the time it is released until it has been acted upon by the City Council. Violation of this provision by respondents or their agents will lead to the disqualification of the respective Statement of Qualifications from consideration.
- e) If there are any clarification questions regarding the scope of work and/or any other requirements of this RFQ, respondents or their representatives should submit them in writing and forward them via email to Crystal Miranda, Community Relations Director, at c.miranda@leonvalleytexas.gov, on or before November 6 at 2:00 pm. All responses by the City will be provided in the form of an addendum sent to all RFQ recipients and will be posted on the City's website at www.leonvalleytexas.gov. It is the responsibility of responding firms to ensure that the addendum has been reviewed and addressed in their Statements of Qualifications.
- f) The City of Leon Valley is subject to the Texas Open Records Act; however, certain types of information may be exempt from disclosure under the Act. Firms submitting information, which they deem confidential or proprietary, must clearly mark and identify such information page by page. The City, to the extent allowed by applicable law, will protect such information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General.

B. Filing Requirements

The City of Leon Valley requests one (1) original master statement (marked 'Original'), three (3) copies of the Statement of Qualifications, along with one (1) USB drive containing two separate PDF files: one labeled 'Qualifications – HOT Professional Audit Services' and one labeled 'Proposal Price – HOT Professional Audit Services.'". All Statements of Qualifications should be

SEALED in an envelope and clearly marked "Statement of Qualifications for HOT Professional Audit Services" and shall not contain any pricing information.

In addition, one (1) separate sealed envelope clearly marked "Proposal Price for HOT Professional Audit Services" shall be submitted and must contain all pricing information as required under Section G – Proposal Prices.

Both sealed envelopes (Qualifications and Proposal Price) may be placed together in a single outer package or carrier envelope and mailed, sent by overnight courier or hand-delivered to the attention of:

Crystal Miranda,
Community Relations Director, City of Leon Valley
c/o HOT Professional Audit Services RFP
6400 El Verde Rd.
Leon Valley, TX 78238

MUST BE MANUALLY SIGNED by an authorized official of the firm. Telegraphic, Fax, Email and Online responses WILL NOT BE ACCEPTED. If you obtained this solicitation by internet posting, your response will not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, the proposer affirms that no alteration of any kind has been made to this solicitation. Modifications to offers on RFPs will be accepted by telegraphic notice or fax up to the time for RFP closing, and modifications to the solicitation may be distributed in that manner. Specific prices offered must not be exposed in telegraphic modifications.

Proposals may not be withdrawn after the time set for the closing, unless approved by the City Council.

The City of Leon Valley will accept sealed Statements of Qualifications for independent financial audit services until 2:00 p.m. on Monday, November 17, 2025. **Statements of Qualifications received after this time will not be considered.**

The City of Leon Valley will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed Statements of Qualifications to the City by the deadline specified above.

Electronic transmission or facsimile of the Statement of Qualifications will not be accepted.

VI. EVALUATION PROCEDURES

The City of Leon Valley Evaluation and Selection Committee's recommendation to the City Council will be based on the Statement of Qualifications determined to offer the best value to the City and its taxpayers. The evaluation of the Statement of Qualifications will be made based on the scoring listed in Section VII (Evaluation Criteria) of this document. These factors will be applied to all eligible, responsive firms in comparing the Statements of Qualifications received and in selecting the audit firm.

The City of Leon Valley reserves the right to require oral presentations by any or all firms. A contract award may be made without oral presentations of no more than 30 minutes and/or discussions with firms after RFQ responses are received by the City. Therefore, RFQ responses should be submitted on the most favorable terms. All costs directly or indirectly related to the preparation of a response or oral presentation, if any, required to supplement and/or clarify an item in the RFQ shall be the sole responsibility of, and shall be borne by, the responding firm.

A. Evaluation Selection Committee

RFQ's submitted will be evaluated by an Evaluation Selection Committee selected by the City Manager of the City of Leon Valley.

B. Review of RFQ

The City of Leon Valley Evaluation and Selection Committee will use a point formula during the review process to score. The City of Leon Valley Evaluation and Selection Committee will score each RFQ by the criteria described in Section VIII C below. Firms with an unacceptably low technical score will be eliminated from further consideration.

The City of Leon Valley reserves the right to retain all proposals submitted and use any idea in a proposal, regardless of whether that proposal is selected.

VII. EVALUATION CRITERIA

RFQs will be evaluated using two (2) sets of criteria:

A. Mandatory Elements

- a. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

B. Technical Elements

Firms meeting the mandatory criteria will have their RFQ evaluated and scored for technical qualifications. The following represent the principal selection criteria which will be considered during the evaluation process.

a) Professional Qualifications, Experience, and Background – 45 points

- (1) Firm Experience (20 points): Number of years in business; track record of HOT audits with Texas municipalities; demonstrated results in discovery & recovery of unpaid HOT.
- (2) Key Personnel (15 points): Qualifications, certifications, and relevant experience of staff who will perform audits
- (3) References (10 points): Quality and relevance of at least three municipal references; successful completion of similar scope projects.

b) Proposed Plan for the City of Leon Valley – 30 Points

- (1) Methodology (15 points): How the respondent will identify, audit, and recover unpaid HOT (tools, audit techniques, risk-based selection process).
- (2) Work Plan & Timeline (10 points): Implementation schedule, availability of resources, estimated timeline for first audits, reporting frequency.
- (3) Communication & Reporting (5 points): How the firm will coordinate with City staff, handle taxpayer communications, and present findings.

c) Proposed Cost – 25 points

- (1) Cost Competitiveness (15 points): Reasonableness of fees compared to market; structure of costs (flat fee, contingency, hybrid).
- (2) Clarity & Transparency (10 points): Clear explanation of how costs are calculated

VIII. FINAL SELECTION

The City of Leon Valley City Council will select a firm based upon the recommendation of the Evaluation Selection Committee.

It is anticipated that a firm will be selected on December 16, 2025. Following notification of the firm selected, it is expected that a contract will be executed between both parties immediately thereafter.

IX. RIGHT TO REJECT PROPOSALS

Submission of an RFQ indicates acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City of Leon Valley and the firm selected.

The City of Leon Valley reserves the right, without prejudice, to reject any or all RFQs.

X. ADDITIONAL TERMS AND CONDITIONS

- A. PAYMENTS will be made by check or warrant by the City upon satisfactory delivery and acceptance of items and submission of an invoice to the City of Leon Valley Accounts Payable Department.

Invoices may be emailed to ap@leonvalleytexas.gov or mailed to the address below.

City of Leon Valley
Attn: Accounts Payable
6400 El Verde Rd.
Leon Valley, Texas 78238
Phone: 210-684-1391

A current IRS Form W-9 must be submitted with the initial invoice before payment can be processed. Failure to provide a valid W-9 may result in a delay of payment.

- B. PROMPT PAYMENT ACT applies (Texas Government Code §2251) which provides that payments be made within 30 calendar days. It provides a 12% interest penalty added at the time of payment for late payments. Penalty does not apply if Federal Grant, Contract, Regulation, or statute prevents timely payments with federal funds. Vendors must pay their suppliers the same 12% interest on bills that miss the deadlines. Subcontractors must pay suppliers within 10 calendar days after payment is received by the

subcontractor. Vendors must apply for interest payments if they believe interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later – satisfactory and acceptable delivery or performance has been completed, or correct and proper invoice is received at the designated place. City has 21 days in which to notify vendor of erroneous invoice or shipment/services. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial payments will not be made unless specifically authorized in the contract.

- C. Title and risk of loss of the goods will not pass to City until receipt and acceptance takes place at the F.O.B. point. Contractor will be responsible to deliver to the destination(s) shown in the schedule (or in more detail in resultant orders), unload, unpack or uncrate, set-up, and remove all cartons or packing materials from the final destination at Contractor's expense, as applicable.
- D. NO CITY OFFICER, EMPLOYEE OR ELECTED OFFICIAL WILL BENEFIT from this contract. They may not hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.
- E. NO GRATUITIES (in the form of entertainment, gifts, or otherwise) may be offered or given by the Proposer or Awardee or any of their agents or representatives, to any City officer or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract, or to determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by the City, followed by an opportunity for a hearing. The facts of the City Council findings can be an issue for review by any competent court. Contractual remedies that apply to BREACH of contract apply if terminated under this provision. A penalty of exemplary damages, in an amount determined by City Council of not less than three nor more than ten times the cost incurred by the violator in providing any gratuity, in addition to any other damages to which City is entitled by law, is recoverable.
- F. In a contract award exceeding five thousand dollars (\$5,000.00), you may assign payment to a bank, trust company or other financing institution, including any federal lending agency by prior written approval and authorization from City Council through the City's Purchasing Coordinator. Payment by the City can be made only to one party. Assignments that do

not conform to these terms will not be recognized.

G. If you change your name or ownership (novation), notify the City's Purchasing Coordinator immediately. The change must be approved by the City Council before any change can be recognized in the contract.

H. Force Majeure. Neither party can be held responsible for losses of any kind because of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.

I. Protests, Disputes and Appeals: A contract may not be awarded to a proposer who is not the best value proposer meeting specifications unless, before the award, each lower proposer is given notice of the proposed award and is given an opportunity to appear before City Council and present evidence concerning their responsibility.

1. Protest before award must be submitted in writing to the City's Purchasing Coordinator and will be heard by City Council prior to award.

2. Protests after award must be submitted in writing to the City's Purchasing Coordinator within ten calendar days after notification of such award. The City's Purchasing Coordinator will routinely forward a written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the City's Purchasing Coordinator, the protestant may appeal the decision within ten calendar days after receipt thereof, to the City's Purchasing Coordinator, outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the proposer/contractor, the appeal will be submitted to the City Council. The appellant will then have the right to be heard in open court by the City Council.

3. City Finance Department, Procurement Division, acts as an official City representative in the issuance and administration of this contract, and may issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the City Finance Department, Procurement Division, may be null and void.

4. The decision of City Council will be final and conclusive, and will be binding on all parties concerned, appealable in a court

of competent jurisdiction in this City, and in accordance with the laws of the State of Texas.

XI. TERMINATION FOR DEFAULT

Pertaining to contract-related issues, it is the responsibility of both the City of Leon Valley and the awarded contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the City or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and associated corrective action. The other party will, within 10 days, respond in writing to the other party. If conditions warrant, the City will retain the right to require the contractor to respond in a shorter period of time. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days may constitute a default of contract.

Prior to termination, the City may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially incur termination. The City will maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor will have 10 days to dispute or protest, in writing, such action; if the Contractor does not do so within the 10-day period, the Contractor will have no recourse but to accept and agree with the City's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the City's alleged incorrect action(s).

If the contractor is in material breach of the contract, the City may promptly terminate the contract in whole or in part. Such termination must be delivered to the contractor in writing and will fully detail all pertinent issues pertaining to the cause of and justification for the termination. The termination will be effective upon the date set forth in the notice and will not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

After termination, if the contractor does not agree with the City's justification for the termination, the contractor will have 10 days to dispute, in writing, such action; if Contractor does not do so within the 10-day period,

Contractor will have no recourse but to accept and agree with the City's

position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the City's alleged incorrect action(s). Termination by City may be directed by City Director(s), without further action by City Council. However, if necessary, City Council may take whatever action as its interest may appear, resulting from such notice.

City reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, Contractor may be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to City should it become necessary to contract with another source because of default, plus reasonable administrative costs and attorney's fees.

If it is in the public interest to terminate the contract, the City Council reserves the right to do so. If terminated for the public good, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded that are recoverable in the normal course of business or that can be mitigated through the sale of supplies or inventories. In the event City pays for supplies or materials, they will become the property of CITY and will be delivered to the F.O.B. point shown in the contract, or as designated by the City Finance Department, Purchasing Division. No anticipated profits are payable.



CITY OF LEON VALLEY
6400 EL VERDE RD.
LEON VALLEY, TEXAS 78230

ATTACHMENT A
SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	October 16, 2025	<u>Request for Proposal Title</u> <u>HOT OCCUPANCY TAX</u> <u>PROFESSIONAL AUDIT</u> <u>SERVICES</u>
DATE OF CLOSING: TIME OF CLOSING:	November 17, 2025 (No later than) 2:00 PM	Department: COMMUNITY RELATIONS
SUBMIT TO:	Crystal Miranda, Community Relations Director, City of Leon Valley 6400 El Verde Rd. Leon Valley, TX 78238	

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

Legal name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	
Email Address:	Fax Number:
Website Address:	

Signature of Authorized Individual
Individual

Typed Name of Authorized

Date
Individual

Typed Title of Authorized

ATTACHMENT B

RESPONDENT'S QUESTIONNAIRE

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

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

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

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

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other: If checked, list business structure: _____

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

Name: _____

Address: City: _____ State: _____ Zip Code _____

Telephone No. : _____ Fax No: _____

Email: _____

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

Yes ☐

No ☐

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

Yes ☐

No ☐

If "Yes", list authorizations/licenses.

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

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

Yes ☐

No ☐

If "Yes", respond to a and b below:

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

Years _____ Months _____

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

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

Yes ☐

No ☐

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Yes ☐

No ☐

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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

Yes ☐

No ☐

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

ATTACHMENT C
LITIGATION DISCLOSURE

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

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

Yes ☐

No ☐

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

Yes ☐

No ☐

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

Yes ☐

No ☐

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

APPENDIX D

Similar Engagements with Other Government Entities

No. 1:
Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

No. 2:
Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

No. 3:
Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

ATTACHMENT E **INSURANCE REQUIREMENTS**

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

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

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

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

*If applicable

ATTACHMENT F

PROPOSAL CHECKLIST

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

Tab in proposal	Document	Initial to Indicate Document is Attached to Proposal
	Submittal Cover/Signature Sheet (Attachment A)	
	Table of Contents	
	Respondent's Questionnaire (Attachment B)	
	Litigation Disclosure (Attachment C)	
	Letter of Transmittal	
	Technical Requirements	
	Proposal Prices (Separate envelope)	
	References (Attachment D)	
	Insurance Requirements (Attachment F)	
	Conflict of Interest Parties (Form 1295)	

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF BEXAR

I certify that I have read all of the specifications and general contract requirements and do hereby certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title