



Amendment No. 3
to
Contract No. PA190000051
for
Auditing Services
between
McConnell & Jones LLP
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective August 7, 2021 through August 6, 2022. Two options will remain.
- 2.0 The total contract amount is increased by \$60,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/07/2019 – 08/06/2020	\$60,000.00	\$60,000.00
Amendment No. 1: Add Attachment A 10/24/2019	\$0.00	\$60,000.00
Amendment No. 2: Option 1 – Extension 08/07/2020 – 08/06/2021	\$60,000.00	\$120,000.00
Amendment No. 3: Option 2 – Extension 08/07/2021 – 08/06/2022	\$60,000.00	\$180,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Didi Broniszewski
Authorized Representative

Sign/Date: **Erin D'Vincent** Digitally signed by Erin D'Vincent
Date: 2021.07.14 10:37:21 -05'00'

For Didi Broniszewski July 14, 2021
Procurement Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. PA190000051
for
Auditing Services
between
McConnell & Jones LLP
and the
City of Austin

- 1.0 The City hereby exercises this unilateral extension option for the subject contract. This extension option will be effective August 7, 2020 through August 6, 2021. Three options remain.
- 2.0 The total contract amount is increased by \$60,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/07/2019 – 08/06/2020	\$60,000.00	\$60,000.00
Amendment No.1: Add Attachment A 10/24/2019	\$0.00	\$60,000.00
Amendment No. 2: Option 1 – Extension 08/07/2020 – 08/06/2021	\$60,000.00	\$120,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Cindy Reyes
Authorized Representative

Sign/Date: Cindy Reyes Digitally signed by Cindy Reyes
Date: 2020.07.31 17:17:28 -05'00'

Cindy Reyes
Contract Management Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
To
Contract No. PA190000051
For
Auditing Services
Between
McConnell and Jones, LLP
and the
City of Austin

- 1.0 The City hereby amends the above mentioned contract by replacing original Price Proposal April 18, 2019, with Attachment A, attached, per Section 5.0 in the Scope of Work.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Attachment A: 10/24/2019	\$0	\$60,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Marlon Williams 10/25/2019

Printed Name: Marlon Williams
Authorized Representative

Marlon Williams
McConnell & Jones LLP
4828 Loop Central
Suite 1000
Houston, TX 77081
mwilliams@mjm.com

Sign/Date: Phyllis Benitez 10/25/19

Phyllis Benitez
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701
phyllis.benitez@austintexas.gov



MJ



COST PROPOSAL FOR ACCD

1. Firm fixed rate, total estimated hours and supplies for the financial audit and the agreed upon procedures separately (reference the current contract pricing).

Our proposed all-inclusive price to provide auditing services as described in our response for RFQS 8200 LNH4001 Auditing Services for 2019 as well as for each of the optional, subsequent four (4) 12-month periods is as follows:

Financial Statement Audit Pricing:

Contract Year	Firm Fixed Rate	Total Estimated Hours	Out-of-Pocket Expenses	Maximum Price
2019	\$33,500	300	\$4,500	\$38,000
2020	\$33,500	300	\$4,500	\$38,000
2021	\$33,500	300	\$4,500	\$38,000
2022	\$33,500	300	\$4,500	\$38,000
2023	\$33,500	300	\$4,500	\$38,000

Agreed Upon Procedures Pricing:

Contract Year	Firm Fixed Rate	Total Estimated Hours	Out-of-Pocket Expenses	Maximum Price
2019	\$11,500	106	\$1,000	\$12,500
2020	\$11,500	106	\$1,000	\$12,500
2021	\$11,500	106	\$1,000	\$12,500
2022	\$11,500	106	\$1,000	\$12,500
2023	\$11,500	106	\$1,000	\$12,500

Our proposed fees reflect a substantial discount from our standard billing rates and are a testament of our desire to establish a long-term relationship with ACCD. **We are therefore committing to keep our fee levels the same for the four (4) optional 12-month renewal periods.**

We perceive our roles as advisors to our clients and encourage them to ask questions throughout the year that would affect their accounting and financial reporting practices, as well as internal policies and controls. We will be available as needed by ACCD during the contract year(s) for any routine inquiries for specific accounting and financial inquiries within the scope of services as laid out in the above RFQS, at no additional cost to ACCD.

Additionally, MJ is committed to keeping out of pocket cost to a minimum. Although we anticipate additional costs related to out-of-town expenses, we will not bill ACCD for anything other than what is listed above. Absorbing a portion of out-of-pocket expenses further demonstrates our enthusiasm to work with your organization.



2. What labor rates will the vendor bill for the initial year examination? Is there an estimated or average number of hours to anticipate?

FY 2019 will be an initial year examination for our firm and we are required, in accordance with generally accepted auditing standards, to communicate with the predecessor auditor, and review their working papers. **Our fee quote excludes the time associated with an initial year examination.** We see the costs associated with an initial year examination as an investment in our relationship with ACCD; one that is realized over the life of a long-term business relationship. MJ will not bill you additionally in the first year for this investment.

The following table outlines each labor category to be utilized as well as the total estimated number of hours to perform the work. We have also included our standard rates for each labor category as well as our proposed discounted rates for ACCD.

Labor Categories and Rates:

Labor Category	Financial Statement Hours	Agreed Upon Procedures Hours	Standard Rate	Discounted Rate
Audit Partner	45	12	\$330	\$245
Audit Manager	65	20	\$150	\$110
Audit Supervisor	90	40	\$120	\$95
Experienced Staff Auditor	100	34	\$90	\$70
Total Hours Per Project	300	106		

For projects that our firm may be requested to provide on as-needed basis, or special services and matters that require extensive research or significant time (defined as 10% or more impact to our above estimated total hours), we will first discuss the project and associated costs with you to ensure a successful engagement, and our billings will utilize the same discounted rate noted above which will be adjusted annually for inflation limited to the Consumer Price Index, per Section 0400 Supplemental Purchase Provisions, Item 11, of RFQS 8200 LNH4001.

3. Submit a proposed percentage to total estimated hours for changes in standards which may cause a material impact (reference item 4.0 of Section 0500, Scope of Work).

During the term of the Contract and Extension Options, it is to be expected that MJ will implement any applicable new statements or accounting standards as they are issued. If changes in standards cause a "material impact", meaning that it requires 10% or more increase to our above estimated total hours, we will utilize the same discounted hourly rates noted above. These discounted rates will be adjusted annually for inflation limited to the Consumer Price Index, per Section 0400 Supplemental Purchase Provisions, Item 11, of RFQS 8200 LNH4001.

Prior to any additional work, we will first discuss the project and associated costs with you to ensure a successful engagement.



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 7, 2019

McConnell & Jones LLP
Mr. Marlon Williams
Partner
4828 Loop Central, Suite 1000
Houston, Texas 77081
MWilliams@mjlm.com

Dear Mr. Williams,

The City of Austin approved the execution of a contract with your company for Auditing Services in accordance with the referenced solicitation.

Responsible Department:	Austin Convention Center
Department Contact Person:	Michele Gizelbach, Finance Manager III
Department Contact Email Address:	Michele.Gizelbach@austintexas.gov
Department Contact Telephone:	512-404-4054
Project Name:	Auditing Services
Contractor Name:	McConnell & Jones LLP
Contract Number:	MA 8200 PA190000051
Contract Period:	8/7/2019 – 8/6/2020
Dollar Amount	\$60,000.00
Extension Options:	Four, 12-month options
Requisition Number:	8200 19013100261
Solicitation Type & Number:	RFQS 8200 LNH4001

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Lynnette Hicks
Procurement Specialist IV
City of Austin
Purchasing Office

cc: Michele Gizelbach, Austin Convention Center
Phyllis Benitez, Purchasing

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
McConnell & Jones LLP (“Contractor”)
for
Auditing Services
MA 8200 PA190000051**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between McConnell & Jones LLP having offices at Houston, TX 77081 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQS 8200 LNH4001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Qualifications, (RFQS) 8200 LNH4001 including all documents incorporated by reference
- 1.1.3 McConnell & Jones LLP Offer dated April 18, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City’s sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a twelve (12) month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$60,000 for the initial Contract term and \$60,000 for each extension option as indicated in the RFQS, Section 0400. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
- 1.6.1 Contractor will not charge the City for time and labor associated with the initial examination.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.


In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

MCCONNELL & JONES LLP

CITY OF AUSTIN

Marlon Williams
Printed Name of Authorized Person

Lynnette Hicks
Printed Name of Authorized Person


Signature


Signature

Partner
Title:

Procurement Specialist IV
Title:

08/06/2019
Date:

8/7/19
Date:

ORIGINAL



PROPOSAL TO AUDITING SERVICES

**Austin Convention Center Department
Solicitation # RFQS 8200 LNH4001**

Attention:

Lynnette Hicks, Procurement Specialist IV

Submitted:

City of Austin, Municipal Building
124 W 8th Street, Rm 308, Austin, Texas 78701

Firm Contact:

Marlon Williams

Tel: 713.968.1633; Email: MWilliams@mjm.com



McCONNELL & JONES LLP
CERTIFIED PUBLIC ACCOUNTANTS

4828 Loop Central Drive, Suite 1000
Houston, Texas 77081
PH: 713.968.1600
FAX: 713.968.1601
www.mcconnelljones.com



April 18, 2019

City of Austin
Purchasing Department
124 W 8th Street, Rm 308
Austin, TX 78701

To Whom It May Concern:

On behalf of McConnell & Jones LLP (MJ), we are pleased to respond to your request for qualifications statements (RFQS) to provide independent, auditing services and agreed upon procedures for the Austin Convention Center Department ("ACCD").

We understand that ACCD desires to contract with a firm to perform audits of the financial statements for fiscal year ending February 2019 through February 2022. McConnell & Jones believes that we can meeting all specifications listed in the RFQS for this engagement and look forward to serving ACCD.

ACCD will enjoy several distinct advantages to having MJ as their financial auditor, including:

- **Strong Public Sector Experience |** Our experience in the public sector dates back more than three decades. This proven track record of service includes annual financial and compliance audit services for municipalities, local improvement districts, component units and several quasi-government entities such as the City of Austin, Texas Department of Information Resources, Greater Houston Convention and Visitor's Bureau. We are confident in our ability to leverage our first-hand knowledge, industry expertise, and a fresh perspective to provide exceptional service for ACCD.
- **Quality Technical Knowledge |** Your engagement warrants personalized service from subject matter experts., MJ has served clients in Southeast Texas for 30 years, and has significant experience performing audit services for organizations such as the Greater Houston Convention and Visitors' Bureau, as well as, third party contractors such as Aramark. Furthermore, we are ranked as one of the top CPA firms in the Southwest by Accounting Today. This provides a unique understanding of the regulations and guidelines impacting your industry.
- **Local Understanding |** MJ is intentional and focused on growth within the governmental market, specifically in Southwest/Central Texas, and we continue to make strategic decisions that support this expansion and dedication such as networking with the Southwest Minority Supplier Development Council and opening a satellite office in Austin, Texas. We look forward to further serving the Austin area with ACCD.
- **Insightful Support All Year |** MJ understands that running your organization is a year-round activity; therefore, as part of our engagement, we are dedicated to being available at any time for routine assistance. We strive to maintain ongoing communication throughout the engagement and offer flexibility on reporting the results of the audit. Additionally, we provide complimentary training opportunities periodically to our clients throughout the year, providing them with updates on new developments in accounting standards, laws, regulatory requirements, and best practices in management and governance.

We sincerely believe we are the service provider who best matches your needs and expectations. We are excited about the opportunity to serve you and ACCD and are committed to providing our highest level of service.

Sincerely,

Marlon Williams, CPA, Engagement Partner



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TAB 1 – CITY OF AUSTIN PURCHASING OFFICE DOCUMENTS

A. SIGNED OFFER SHEET, COMPLETE, SIGN AND RETURN

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	4
0600	RESPONSE PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0630	EXCEPTIONS – Complete and return, if applicable	1
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return, if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: McConnell & Jones LLP


Company Address: 4828 Loop Central, Suite 1000

City, State, Zip: Houston, Texas 77081

Vendor Registration No. VS0000023550

Printed Name of Officer or Authorized Representative: Marlon Williams

Title: Partner

Signature of Officer or Authorized Representative: 

Date: 4/18/2019

Email Address: MWilliams@mjlpm.com

Phone Number: 713-968-1633

*** Qualifications Statement must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. **Financial Disclosures and Assurances:** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.
19. **SUBCONTRACTORS:**
- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
 - D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
20. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

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- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of

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discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally

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available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
- (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

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- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to

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protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -

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- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
- (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by April 8, 2019 at 5:00 p.m. to Lynnette.Hicks@austintexas.gov

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will not be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

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- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center
Attn:	Michele Gizelbach
Address	500 E Cesar Chavez St.
City, State Zip Code	Austin, TX 78701-4121

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
7. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each

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Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

9. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Convention Center Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Convention Center building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for

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reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Convention Center building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

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- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: PPI industry data for Other accounting services	
Series ID: PCU541219541219	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US	
Description of Series ID: Other accounting services	
This Index shall apply to the following items of the Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
13. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge,

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and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Michele Gizelbach
Finance Manager III
512-404-4054
Michele.Gizelbach@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK
SOLICITATION NO. RFQS 8200 LNH4001
DESCRIPTION: AUDITING SERVICES

1.0 PURPOSE

- 1.1 The City of Austin hereafter referred to as the "City", Austin Convention Center Department (ACCD) is seeking responses from Certified Public Accounting (CPA) firms hereafter referred to as "Auditor" that have extensive experience in providing financial statement audits, reports on Agreed- Upon Procedures, and other auditing services on an as-needed basis. Examples of other attestation services that may be required are additional audits, reviews, cost studies, and consulting services.
- 1.2 It is estimated that Services under this Contract will begin on or after September 3, 2019 and before the City's 2020 Fiscal Year begins October 1, 2019.

2.0 BACKGROUND

- 2.1 ACCD is an enterprise department within the City. The Department maintains and operates the Austin Convention Center (ACC), Palmer Events Center (PEC), and three parking garages. The Department offers a variety of facilities and services to clients, with a mission to provide exemplary customer service. For more information about our department, visit our website at www.austinconventioncenter.com.
- 2.2 Currently ACCD has in place approximately 130 contracts for the purchase of various goods and services. These contracts are used to maintain the operations and support events held at ACC, PEC, and all other facilities within ACCD's portfolio.
- 2.3 At the time of contract award, ACCD has two contracts which require auditing services: (1) the Catering and Concessions agreement requires an annual independent, certified financial audit be performed by a State licensed Certified Public Accountant and (2) the Audio Visual company agreement requires an audit firm report on Agreed- Upon Procedures related to revenue collection process of the Contractor who performs these services.

3.0 AUDITOR'S MINIMUM QUALIFICATIONS

- 3.1 The Auditor shall have a minimum of five (5) recent years of continuous experience prior to this solicitation, performing auditing services for governmental entities. The City reserves the right to review the Auditor's experience as part of the evaluation process.

4.0 SCOPE OF WORK

4.1 Schedule

- 4.1.1 The Auditor's timeframe for completing the requested services for the Financial Audit and Agreed- Upon Procedures is by January 31, 2020 for the first year of the Contract term. Thereafter, services shall be completed by January 31 following the end of each Fiscal Year. The timeframe for any other audit services is dependent upon the specific project's scope of work.
- 4.1.2 The Auditor's services performed under this Contract shall begin the date specified and shall be performed and completed within the specified time unless an extension of time is agreed to by the Contract Manager or designee in writing as specified below.

4.2 Deliverables

- 4.2.1 All services provided under this Contract shall be in accordance to the Generally Accepted Accounting Principles (GAAP), or other attestation standards applicable to the agreements.
<http://www.fasab.gov/accounting-standards/>
- 4.2.2 The Auditor's Financial Audit Report and final report of findings, based upon the Agreed-Upon Procedures, shall be dated no later than January 31 following the end of each Fiscal Year and

SCOPE OF WORK
SOLICITATION NO. RFQS 8200 LNH4001
DESCRIPTION: AUDITING SERVICES

delivered to the Contract Manager or designee no later than ten (10) business days after January 31.

- 4.2.3 Deliverables for other as-needed auditing services will be established at the start of each project upon the City Contract Manager or designee's written request.

4.3 Auditor's Responsibilities

- 4.3.1 For each engagement, the Auditor shall provide the City's Contract Manager an Engagement Letter which defines the terms and conditions of the engagement.

- 4.3.2 Following execution of the Contract, the Auditor may be asked by the City Contract Manager or designee to attend an initial Contract meeting ("Contract kick-off" meeting) with ACCD staff. ACCD shall have sole discretion in determining whether or not a meeting is necessary and/or if this initial meeting will be in lieu of the first year's pre-audit meeting.

- 4.3.3 The Auditor shall conduct a pre-audit meeting with the City Contract Manager or designee as required by the City Contract Manager or designee.

4.3.3.1 The purpose of the pre-audit meeting is to obtain background information and further define audit goals, objectives, identify auditing logistics, scheduling, report distribution requirements, and to determine key contact personnel. During and subsequent to this meeting, the Scope of Work may be reduced or expanded.

- 4.3.4 If applicable, the Auditor shall review previous original audit reports, findings, recommendations, and any audit responses for each ACCD contract.

- 4.3.5 The Auditor shall review contract and all amendments between ACCD and its Contractor, make note of any sections referencing revenues or monies to be paid or any other special financial arrangement.

- 4.3.6 Upon request by the City Contract Manager or designee, the Auditor shall draft an audit notice letter and distribute to ACCD's Contractors notifying them of the audit/review. The Auditor shall distribute the audit notice letters within five (5) business days following the City's request.

4.3.6.1 Prior to sending the letter, the Auditor shall provide the City Contract Manager or designee a copy of the proposed letter for review and written approval. No letter shall be sent without this review and written approval by the City Contract Manager or designee.

- 4.3.7 The Auditor shall immediately report, via email or phone, to the City Contract Manager of any issues/problems in obtaining the required information needed to complete the services based upon the agreed-upon timelines.

- 4.3.8 The Auditor shall submit a draft report, via email, no later than ten (10) business days prior to January 31st (addressed) to the City Contract Manager or designee for review and discussion purposes only.

- 4.3.9 The Auditor shall submit the final report with any findings based on the work performed and provide the final report to the City Contract Manager or designee. The Auditor's final report shall:

4.3.9.1 Include the purpose, scope, and the results of the audit.

4.3.9.2 Be prepared and delivered to the Contract Manager or designee in five (5) bound copies and via e-mail in PDF format.

SCOPE OF WORK
SOLICITATION NO. RFQS 8200 LNH4001
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- 4.3.10 Upon request by the City Contract Manager or designee, the Auditor shall attend a follow-up review-meeting with ACCD and its Contractor, if required by the City Contract Manager or designee, to provide additional explanation of any findings.
- 4.3.11 The Auditor shall retain records relevant to the work performed under this Contract for seven (7) calendar years. Records to be retained include, Auditor's work papers, documents that contain conclusions, opinions, analyses, financial data related to the audit or review, documents related to the agreed-upon procedures, and documents relevant to other services performed under this Contract.
- 4.3.12 The Auditor's services shall be in accordance with government auditing standards issued by the Comptroller General of the United States of America.
- 4.3.13 The Auditor's personnel assigned to this Contract may be changed at the discretion of the Auditor, provided that replacements have substantially the same or better qualifications or experience. The Auditor shall coordinate with the City Contract Manager or designee to establish a plan for transitioning work to Auditor's replacement personnel.
- 4.3.14 Prior to the execution of each contract extension option, the Auditor shall submit their latest peer review in which the City may to conduct a follow-up peer review at the request of the City Auditor.
- 4.3.15 The Auditor shall allow the City to conduct follow-up peer review upon the completion of each engagement (audits, reviews, and reports on agreed-upon procedures per Section 7.0 of this Scope of Work.

4.4 Changes in Standards During Contract

- 4.4.1 During the term of the Contract and Extension Options, it is to be expected that the City and/or the City's Contractor shall implement any applicable new statements or accounting standards as they are issued. If any new statement or new standard (accounting or auditing), either individually or in combination with other such new requirements, has a material impact on the Auditor, the Auditor will notify the City Contract Manager or designee and work to resolve the issue in a manner agreeable to both parties. The term "material impact" shall be limited to a percentage increase to the Auditor's total estimated hours and negotiated as part of the executed Contract.

5.0 OTHER ATTESTATION SERVICES

- 5.1 The Auditor shall not be obligated to perform any other Attestation Services, nor shall the City be obligated to pay for any other Attestation Services unless such Attestation Services are requested in a written notice signed by the ACCD Director or designee and City Council has allocated sufficient funds to pay for these services. Rates for other Attestation Services will be negotiated at the time of the request, with the maximum rates determined by the cost proposal, and will be included in the engagement letter.

6.0 OMISSIONS

- 6.1 It is the intention of this specification to acquire complete auditing services as described, with all necessary components included. All items or services omitted from the specifications which are clearly necessary for this service shall be considered a requirement although not directly specified or called for herein.

7.0 CITY'S RESPONSIBILITIES

- 7.1 Prior to approval of the Engagement Letter, the City will review the Engagement Letter to ensure there is no conflict with the Terms and Conditions of this Contract or City of Austin legal requirements.

SCOPE OF WORK
SOLICITATION NO. RFQS 8200 LNH4001
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- 7.2 The City and the City's Contractor will make available to the Auditor all relevant documents, reports, and Contracts needed for the Auditor to complete requested services.
- 7.3 The City may conduct a follow-up peer review upon the completion of each engagement (audits, reviews, and reports on agreed-upon procedures).
- 7.4 Upon written request by the Auditor, the City may grant time extensions to complete work performed under this contract to the extent of any delays caused by the City or the City's Contractor with whom the work must be coordinated and over whom the Auditor has no control. However, an extension shall only be granted under the condition that the Auditor can provide sufficient documentation for its attempts to coordinate the work to be performed with whom the Auditor has no control.

**CITY OF AUSTIN
PURCHASING OFFICE
PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQS 8200 LNH4001
AUDITING SERVICES**

SUBMITTAL FORMAT:

Submit one original paper copy and an electronic copy of the original response in PDF version on a flash drive. The original response shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The response itself shall be organized in the following format and informational sequence. Failure to submit all required documents requested may result in disqualification of response. Use tabs to divide each part of the response and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents: Complete and submit the following documents in

- A. Signed Offer Sheet, complete, sign and return
- B. Section 0630 Exceptions, if applicable complete and return
- C. Section 0700 Reference Sheet, complete and return
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification, complete, sign and return
- E. Section 0815 Living Wages Contractor Certification, complete, sign and return
- F. Section 0900 Subcontracting/Sub-consulting Utilization Form, complete, sign and return
- G. Section 0905 Subcontracting/Sub-consulting Utilization Plan, if applicable complete, sign and return
- H. If issued, all signed Addendums (all pages), sign and return

Tab 2 – Authorized Negotiator: Provide name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms. The Contract shall be prepared under the direction of the City and shall incorporate all applicable provisions.

Tab 3 – Executive Summary: Provide an Executive Summary of three (3) pages or less, in brief, concise terms of your qualifications related to this RFQS. Include milestone dates for the end of planning, fieldwork and the final reporting for the audits related to the Contracted parties

Tab 4- Business Organization:

- a. State full name and address of your organization and identify parent company if you are a subsidiary.
- b. If applicable, specify the branch office or Subcontractor's office which will perform, or assist in performing, work herein.
- c. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Tab 5 – Scope and Audit Approach:

- a. Clearly demonstrate, in detail, the firm's understanding of each requirement presented in the Section 0500 Scope of Services of this Request for Qualification and the method of addressing each Task.

**CITY OF AUSTIN
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AUDITING SERVICES**

- b. Response shall clearly demonstrate an understanding of the requested work and ability to perform the work as stated in the solicitation.
- c. Describe the method(s) that will be used to successfully complete the work; understanding of the techniques and sequencing required; and how the firm will interface with ACCD and its Contractors. In addition, include a description of the level and amount of support from ACCD's staff and its Contractor's staff that will be necessary to complete the work as outlined in the solicitation.
- d. A comment on the firm's ability to meet the schedule/timelines indicated in the solicitation. Provide any recommended changes to the schedule/timelines in order to enhance the timelines and quality of the engagement.
- e. Identify any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from ACCD. Reference issues seen on similarly scoped projects, and the overall approach to mitigate those and other issues.
- f. Submit a statement affirming the firm's commitment to abide by all ethics rules, regulations, procedures and standards as promulgated by the Financial Accounting Standards Board (FASB), the American Institute of Certified Public Accountants (AICPA), the General Accounting Office (GAO), the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA), and abide by all applicable rules and regulations of Federal, State and Local entities. The Responder must state his compliance with terms of this Request for Qualification Statement.

Tab 6 – Background and Prior Experience: Provide a narrative on relevant project experience; specifically include experience similar to that required in this solicitation. Response shall clearly demonstrate your firm's experience in similar financial audits and in reviews of revenue collection.

- a. Provide a brief background of your firm. Include:
 - i. The size of firm
 - ii. Number of years the firm has been in business. Note: Firms will not be considered with less than five (5) recent years of experience. Reference Section 0500 Scope of Work, Item 3.0.
 - iii. The size and experience of the firm's Government Audit Staff.
 - iv. Number, nature, and experience of staff to be assigned to this engagement (full-time and part-time).
 - v. If Responder is a joint venture or consortium, provide the qualifications of each firm comprising the joint venture or consortium. In addition, identify the firm to serve as the principal auditor.
 - vi. Latest Peer Review - As part of the evaluation process for this RFQS, Auditor(s) shall submit their latest peer review.
- b. Provide a description and summary of three (3) projects completed in the past five (5) years which are similar in scope to this solicitation. Supply the project title, and a description of the work performed including the year. Provide Point-of-Contact name, title, present address, e-mail address and phone number. The City reserves the right to use this information to check as references.
- c. Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project.

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Tab 7 – Personnel Qualifications: Clearly demonstrate, in detail, the personnel assigned to this engagement have the experience and certifications required of the requested work as stated in the solicitation.

- a. Identify the principal supervisory and management staff who will be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in the State of Texas.
- b. Include names and qualifications of all personnel who will be assigned to this engagement. State the primary work assigned to each person and the percentage of time each person will devote to this work. Indicate which personnel have prior governmental and/or convention center auditing experience similar in scope to this solicitation.
- c. Provide an explanation of the team structure; include an organizational chart, a brief narrative of activities, the roles and responsibilities, project leadership, and reporting responsibilities. Indicate how the quality of personnel over the term of the engagement will be assured.
- d. Provide their biographies specifying relevant experience to the type of services requested, including number of years of experience, information on relevant continuing professional-education for the past three years, and membership(s) of professional organizations.
- e. Provide resumes of all personnel who will be assigned to this engagement. Response provided must include documentation to substantiate the qualification of personnel (copies of degrees, licenses, certifications, etc.).

Section II

Acceptance Period: All responses are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the response.

Proprietary or Confidential Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Respondent does not desire proprietary information in the response to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and made available upon public request.

Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify an offer which may be required by the City shall be the sole responsibility of the Offeror.

Compliance: The Offeror agrees to compliance with terms of this RFQS and with all applicable rules and regulations of Federal, State, and Local governing entities.

Process: The RFQS process is a procurement method based upon Chapter 2254 of the Texas Local Government Code in which a selection and award is based off the demonstrated competence and qualifications of Auditor's. This solicitation will proceed in two phases. In the first phase Auditors shall submit qualifications for evaluation by the City based on evaluation factors provided in Section 0600 Response Preparation Instructions and Evaluation Instructions, Section III. In the second phase, a "short-list" of offers will be established by the City. The City will proceed with price negotiations with "Short-listed" Offerors.

After the second phase, negotiated fees for the services will be submitted to the City of Austin's Council for final review and award of a Contract.

**CITY OF AUSTIN
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Compensation/Fees for Services: Do not submit a cost proposal with response. If Responder is selected as most qualified, the City will request the Responder to submit their cost proposal as outlined below.

Upon receipt of the cost proposal, the City will begin negotiations. If the City is unsuccessful in negotiating a satisfactory agreement with the selected Responder, negotiations will cease, and City staff will negotiate with the next qualified Offeror. If price negotiations are acceptable, City staff will submit recommendation to Council, if required, for authorization. Therefore, when requested by the City, the cost proposal should be submitted in the most favorable terms.

- a. Price proposal for the first year as well as for each of the possible extension options. Include the total estimated hours and all-inclusive, firm fixed-rate for the financial audit and reporting on the agreed-upon procedures.
- b. Submit a proposed percentage to total estimated hours for changes in standards which may cause a material impact (reference item 4.0 of Section 0500, Scope of Work).
- c. In addition, include proposed billing rates by staff level for any special projects that the Responder may be requested to perform on an as-needed basis. The special project billing rates may be adjusted annually for inflation but will be limited to the Consumer Price Index, per Section 0400 Supplemental Purchase Provisions, item 11.
- d. Itemize cost of supplies and materials.
- e. Other itemized direct costs.
- f. Travel expenses. All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Response.

Section III

EVALUATION FACTORS AND AWARD:

A. **Competitive Selection:** This procurement will comply with applicable City Policy. This procurement will comply with applicable City Policy. The most qualified Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Offerors in comparing responses and selecting the most qualified Offeror. Award of a Contract may be made without discussion with Offerors after submissions are received. Responses should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**
Maximum 100 points.

- (1) **Scope and Audit Approach – reference Section 1, Tab 5 (30 points)**
Respondent demonstrates clear understanding of the requirements of the solicitation and identifies their concept of the program and plan to accomplish each of the Tasks.

**CITY OF AUSTIN
PURCHASING OFFICE
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AUDITING SERVICES**

- (2) Background and Prior Experience** – reference Section 1, Tab 6 **(40 points)**
Background and prior experience is relevant and similar to that required of this solicitation. Corporate and individual experience gives clear indication Respondent is qualified and is familiar with the services specified within the solicitation.
- (3) Personnel Qualifications** – reference Section 1, Tab 7, **(30 points)**
Personnel have qualifications and experience related to governmental and/or convention center auditing services similar to the scope of this solicitation. Personnel have relevant professional memberships and continuing professional education.

Presentations, Demonstrations Optional. The City will score submissions on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” submissions as a result, and to make award recommendations on that basis.



B. SECTION 0630 EXCEPTIONS, IF APPLICABLE COMPLETE AND RETURN

MJ does not have any exceptions to this solicitation.



C. SECTION 0700 REFERENCE SHEET, COMPLETE AND RETURN

Section 0700: Reference Sheet

Responding Company Name McConnell & Jones

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name	<u>Texas Department of Information Resources</u>
Name and Title of Contact	<u>Cathy Sherwood Interim Internal Audit Director</u>
Project Name	<u>Financial Audit</u>
Present Address	<u>300 W. 15th St #1300</u>
City, State, Zip Code	<u>Austin, TX 78701</u>
Telephone Number	<u>(512) 475-4517</u> Fax Number <u>(512) 615-9337</u>
Email Address	<u>cathy.sherwood@dir.texas.gov</u>
2. Company's Name	<u>Aramark</u>
Name and Title of Contact	<u>Luis Sepulveda General Manager</u>
Project Name	<u>Audit of Statement of Net Profits</u>
Present Address	<u>1001 Avenida De Las Americas</u>
City, State, Zip Code	<u>Houston, TX 77010</u>
Telephone Number	<u>(713) 523-5780</u> Fax Number <u>() n/a</u>
Email Address	<u>Sepulveda-Luis@aramark.com</u>
3. Company's Name	<u>Greater Houston Convention and Visitor's Bureau</u>
Name and Title of Contact	<u>Ms. Karen Williams Vice President of Finance</u>
Project Name	<u>Financial Statement Audits</u>
Present Address	<u>701 Avenida De Las Americas</u>
City, State, Zip Code	<u>Houston, TX 77010</u>
Telephone Number	<u>(713) 853-8304</u> Fax Number <u>() n/a</u>
Email Address	<u>kwilliams@houstonfirst.com</u>



D. SECTION 0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION, COMPLETE, SIGN AND RETURN

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas.

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Section 0800 Non-Discrimination and Solicitation No. RFQS 8200 LNH4001
Non-Retaliation Certification

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Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN. OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of April, 2019

CONTRACTOR	McConnell & Jones LLP
Authorized Signature	
Title	Partner

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

McConnell Jones LLP

Signature of Officer or
Authorized
Representative:



Date:

08/06/2019

Printed Name:

Marlon Williams

Title

Partner

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).



E. SECTION 0815 LIVING WAGES CONTRACTOR CERTIFICATION, COMPLETE, SIGN AND RETURN

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Marlon Williams	McConnell & Jones	Prime	See Below Statement	Partner
Goran Mei	McConnell & Jones	Prime	See below Statement	Manager
Carlos Gonzales	McConnell & Jones	Prime	See Below Statement	Supervisor

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: McConnell & Jones LLP

Signature of Officer or
Authorized
Representative:

Date: 4/18/2019

Printed Name:

Marlon Williams

Title

Partner

MJ intends to pay the living wage rate for all employees assigned to the contract.



F. SECTION 0900 SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM, COMPLETE, SIGN AND RETURN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFQS 8200 LNH4001
SOLICITATION TITLE: Auditing Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	McConnell & Jones LLP		
City Vendor ID Code	VS0000023550		
Physical Address	4828 Loop Central Dr. Suite 1000		
City, State Zip	Houston, Texas, 77081		
Phone Number	7139681600	Email Address	info@mlm.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <p>Marlon Williams <i>Marlon Williams</i> 4/18/2019</p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	



**G. SECTION 0905 SUBCONTRACTING/SUB-CONSULTING UTILIZATION
PLAN, IF APPLICABLE COMPLETE, SIGN AND RETURN**

The subcontracting plan is not applicable in this application.



CLARIFICATION / FOLLOW-UP RESPONSE
JULY 1, 2019

COST PROPOSAL TO PROVIDE AUDITING SERVICES

**Austin Convention Center Department
Solicitation # RFQS 8200 LNH4001**

Attention:

Lynnette Hicks, Procurement Specialist IV

Submitted:

City of Austin, Municipal Building
124 W. 8th Street, Rm. 308, Austin, Texas 78701

Firm Contact:

Marlon Williams, CPA
Tel: 713.968.1633; Email: MWilliams@mjm.com



McCONNELL & JONES LLP
CERTIFIED PUBLIC ACCOUNTANTS

4828 Loop Central Drive, Suite 1000
Houston, Texas 77081
PH: 713.968.1600
FAX: 713.968.1601
www.mcconnelljones.com



McCONNELL & JONES LLP
CERTIFIED PUBLIC ACCOUNTANTS

July 1, 2019

Lynette Hicks
City of Austin
Purchasing Department
124 W 8th Street, Rm 308
Austin, TX 78701

Dear Ms. Hicks,

McConnell & Jones LLP (MJ) is pleased to clarify our price proposal to provide independent, auditing services and agreed upon procedures for the Austin Convention Center Department ("ACCD") in accordance with the scope of services referred to in your RFQS 8200 LNH4001 Auditing Services, for an initial term of twelve (12) months with an option for up to four (4) additional 12-month periods.

Thank you for the opportunity to refine our response and better explain MJ's value to ACCD. Although fees are not the sole factor in selecting independent auditors, we understand that you nonetheless expect your accounting firm to provide value and share your commitment to minimize external auditing costs. We believe in providing high-quality assurance services at a fair price and work hard to minimize costs.

Should you have any questions, contact me at 713-968-1633 or by email MWilliams@mjlm.com.

Sincerely,

A handwritten signature in blue ink that reads 'Marlon Williams'.

Marlon Williams, CPA, Engagement Partner

4828 Loop Central, Suite 1000
Houston, TX 77081
Phone: 713.968.1600
Fax: 713.968.1601

WWW.MCCONNELLJONES.COM



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Competitive)

DATE: January 28, 2019

DEPT: ACCD

TO: Purchasing Officer or Designee

FROM: Kelly Rodriguez / Michele Gizelbach

PURCHASING POC: Lynnette Hicks

PHONE: 512-404-4351

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City desires to seek responses from more than one vendor using an alternate procurement method selected by the City and declares this procurement to be exempt from the competitive solicitation procedures in Local Government Code Chapter 252.022. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

2. Describe this procurement (as applicable):

- What it is for and why it is needed?
- What public health and safety or other exempt attribute listed in Chapter 252.022 does this procurement contain?
- Describe if a specific procurement method is desired to collect vendor responses such as a solicitation directed to a specific group of prequalified vendors or other, evaluation stages throughout the solicitation, etc.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

1. What it is for and why it is needed?

- a. The solicitation is for auditing services. The current contract (PA140000053) will expire September 2, 2019. A new contract will need to be effective prior to this date.

At the time of Contract award, ACCD has two contracts which require auditing services: (1) the Catering and Concessions agreement requires an annual independent, certified financial audit be performed by a State licensed Certified Public Accountant and (2) the Audio Visual company agreement requires an audit firm report on Agreed- Upon Procedures related to revenue collection process of the Contractor who performs these services.

2. What public health and safety or other exempt attribute listed in Chapter 252.022 does this procurement contain?

- a. n/a

3. Describe if a specific procurement method is desired to collect vendor responses such as a solicitation directed to a specific group of prequalified vendors or other, evaluation stages throughout the solicitation, etc

- a. Request for Qualification Statement

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

☒ Scope of Work

☐ List of tasks, schedule of deliverables or milestones, and other supporting documentation

4. Check the contract type (one-time or multi-term) and fill in the estimated dollar amount and term as applicable:

☐ This is a one-time request for \$ _____

☒ This is a multi-term contract request for an initial twelve-month term in the amount of \$ __TBD__ with four (4) twelve month renewal options for \$ __TBD__ each for a total contract amount of \$ __TBD__.

Recommended
Certification

Michele Gizelbach 1/28/19
Originator-Michele Gizelbach Date

Approved
Certification

[Signature] 1/29/19
Department Director or designee Date

Purchasing Office
Review

[Signature] 1/29/19
Authorized Purchasing Office Staff Date

Purchasing Office
Management Review

Purchasing Officer or designee Date



COST PROPOSAL FOR ACCD

1. Firm fixed rate, total estimated hours and supplies for the financial audit and the agreed upon procedures separately (reference the current contract pricing).

Our proposed all-inclusive price to provide auditing services as described in our response for RFQS 8200 LNH4001 Auditing Services for 2019 as well as for each of the optional, subsequent four (4) 12-month periods is as follows:

Financial Statement Audit Pricing:

Contract Year	Firm Fixed Rate	Total Estimated Hours	Out-of-Pocket Expenses	Maximum Price
2019	\$20,235	182	\$265	\$20,500
2020	\$20,235	182	\$265	\$20,500
2021	\$20,235	182	\$265	\$20,500
2022	\$20,235	182	\$265	\$20,500
2023	\$20,235	182	\$265	\$20,500

Agreed Upon Procedures Pricing:

Contract Year	Firm Fixed Rate	Total Estimated Hours	Out-of-Pocket Expenses	Maximum Price
2019	\$12,315	113	\$160	\$12,475
2020	\$12,315	113	\$160	\$12,475
2021	\$12,315	113	\$160	\$12,475
2022	\$12,315	113	\$160	\$12,475
2023	\$12,315	113	\$160	\$12,475

Our proposed fees reflect a substantial discount from our standard billing rates and are a testament of our desire to establish a long-term relationship with ACCD. **We are therefore committing to keep our fee levels the same for the four (4) optional 12-month renewal periods.**

We perceive our roles as advisors to our clients and encourage them to ask questions throughout the year that would affect their accounting and financial reporting practices, as well as internal policies and controls. We will be available as needed by ACCD during the contract year(s) for any routine inquiries for specific accounting and financial inquiries within the scope of services as laid out in the above RFQS, at no additional cost to ACCD.

Additionally, MJ is committed to keeping out of pocket cost to a minimum. Although we anticipate additional costs related to out-of-town expenses, we will not bill ACCD for anything other than what is listed above. Absorbing a portion of out-of-pocket expenses further demonstrates our enthusiasm to work with your organization.



2. What labor rates will the vendor bill for the initial year examination? Is there an estimated or average number of hours to anticipate?

FY 2019 will be an initial year examination for our firm and we are required, in accordance with generally accepted auditing standards, to communicate with the predecessor auditor, and review their working papers. **Our fee quote excludes the time associated with an initial year examination.** We see the costs associated with an initial year examination as an investment in our relationship with ACCD; one that is realized over the life of a long-term business relationship. MJ will not bill you additionally in the first year for this investment.

The following table outlines each labor category to be utilized as well as the total estimated number of hours to perform the work. We have also included our standard rates for each labor category as well as our proposed discounted rates for ACCD.

Labor Categories and Rates:

Labor Category	Financial Statement Hours	Agreed Upon Procedures Hours	Standard Rate	Discounted Rate
Audit Partner	26	14	\$330	\$245
Audit Manager	38	22	\$150	\$110
Audit Supervisor	57	43	\$120	\$95
Experienced Staff Auditor	61	34	\$90	\$70
Total Hours Per Project	182	113		

For projects that our firm may be requested to provide on as-needed basis, or special services and matters that require extensive research or significant time (defined as 10% or more impact to our above estimated total hours), we will first discuss the project and associated costs with you to ensure a successful engagement, and our billings will utilize the same discounted rate noted above which will be adjusted annually for inflation limited to the Consumer Price Index, per Section 0400 Supplemental Purchase Provisions, Item 11, of RFQS 8200 LNH4001.

3. Submit a proposed percentage to total estimated hours for changes in standards which may cause a material impact (reference item 4.0 of Section 0500, Scope of Work).

During the term of the Contract and Extension Options, it is to be expected that MJ will implement any applicable new statements or accounting standards as they are issued. If changes in standards cause a "material impact", meaning that it requires 10% or more increase to our above estimated total hours, we will utilize the same discounted hourly rates noted above. These discounted rates will be adjusted annually for inflation limited to the Consumer Price Index, per Section 0400 Supplemental Purchase Provisions, Item 11, of RFQS 8200 LNH4001.

Prior to any additional work, we will first discuss the project and associated costs with you to ensure a successful engagement.



H. IF ISSUED, ALL SIGNED ADDENDUMS (ALL PAGES), SIGN AND RETURN



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFQS 8200 LNH4001

Addendum No: 1

Date of Addendum: 4/3/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- C1. Replace Section 0400, Supplemental Purchase Provisions, with Section 0400, Supplemental Purchase Provisions, Version 1.1 Revised 040219 included with this Addendum. For item 6A, the attention line information was revised as follows:

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center
Attn:	Michele Gizebach-ACCD, AcctsPayable@austintexas.gov
Address	500 E. Cesar Chavez St.
City, State Zip Code	Austin, TX 78701-4121

- C2. For Section 0815 Living Wages Contractor Certification it is acceptable to complete Item (1) by listing employee names and adding a statement in the "Your Normal Rate" field that you intend to pay the living wage rate. Or to not list employee names in Item (1) and add a statement to the table that you intend to pay the living wage rate for all employees assigned to the contract. The Living Wages Contractor Certification form must be completed, signed and returned with your proposal response. Reference the Offer Sheet, page 3.

II. Questions:

- Q1. Regarding the above RFQS, can you email me the last financial and agreed-upon reports?
A1. A copy of the Agreed-Upon Procedures and the Financial Statements are included with this Addendum.
- Q2. Are there any separately issued financial statements for ACCD for the year ended September 2018 that are available for review?

Addendum No. 1

Page 1 of 2



- A2. ACCD is part of the City's Comprehensive Annual Financial Report (CAFR), which can be accessed at: <https://assets.austintexas.gov/financeonline/downloads/cafr/cafr2018.pdf>
- Q3. Were there any issues or disagreements with the predecessor auditor?
A3. No
- Q4. Were there any journal entries discovered by the auditors during the fiscal year 2018 audit?
A4. Yes
- Q5. How many auditors and how many days were the auditors in the field for interim and final fieldwork?
A5. Two audit staff on-site for two weeks of fieldwork, with additional home office work/review.
- Q6. The RFQ states that it is expected that services will begin after September 3, 2019 and before October 1, 2019 and that a draft report will be delivered no later than 10 business days prior to January 31, 2020. Does the ACCD have any preferred dates for field work within that time frame?
A6. After October 15th but completed before January.
- Q7. Were there any major audit issues identified for fiscal year 2018?
A7. No
- Q8. Were any significant deficiencies or material weaknesses in internal controls over financial reporting reported during the 2018 audit?
A8. No
- Q9. What accounting software does ACCD utilize? Are there any planned changes to the software?
A9. ACCD utilizes the City of Austin Financial Advantage system.

No planned changes to City software. Levy and Freeman are not part of the City of Austin, so they utilize their own financial systems.
- Q10. Has there been any significant change in key staff or any anticipated changes in key staff that would affect the 2019 audit?
A10. No
- Q11. Is ACCD involved in any significant litigation that the proposer should be aware?
A11. No
- Q12. For the 0630 Exceptions document, can I attach another the page to the document?
A12. Yes, that is acceptable.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Marlon Williams

Name

Authorized Signature

4/18/2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Addendum No. 1

Page 2 of 2



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFQS 8200 LNH4001

Addendum No: 2

Date of Addendum: 4/10/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

- Q1. Why is the City going out for proposals this year?
A1. The current contract (# MA 8200 PA140000053) expires in September 2019.
- Q2. Will the current firm be eligible to propose?
A2. Yes
- Q3. Were there any significant problems with the 2018 audit?
A3. No

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Marlon Williams

Name

Authorized Signature

4/18/2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



TAB 2 – AUTHORIZED NEGOTIATOR

NAME

Marlon Williams, CPA

MAILING ADDRESS

4828 Loop Central Dr, Suite 1000
Houston, Texas 77081

EMAIL ADDRESS

MWilliams@mjlm.com

TELEPHONE NUMBER

713-968-1633

The above mentioned is authorized to negotiate and execute binding contract terms. The Contract shall be prepared under the direction of ACCD and shall incorporate all applicable provisions.



TAB 3 – EXECUTIVE SUMMARY

Governmental entities and municipalities face unique challenges regarding financial compliance and reporting. As an organization that works with these types of entities, we understand that the Austin Convention Center Department (ACCD) is seeking a client service team to help meet the call for transparency and maintain public confidence. It is imperative for ACCD to select a CPA firm with experience and valuable insight into the regulatory environment facing the public sector.

FIRM BACKGROUND AND EXPERIENCE TO SERVE ACCD

MJ offers more than 30 years of experience working with clients in the public sector providing financial statement and compliance audits, internal control reviews, agreed upon procedures, and employee benefit audit plan services, and includes providing auditing services to the City of Austin for its deferred compensation plan. We have performed annual financial audit and related services for clients similar that have the similar operations and are relevant to the scope of services being solicited by ACCD such as Greater Houston Convention and Visitor's Bureau, Texas Department of Information Resources, and Aramark, to name a few.

Organized by areas of specialization MJ's professional employees are dedicated to serving only a specific business sector and become specialist in their field. Governmental assurance services account for more than 35 percent of our practice and MJ has more than 20 professionals who fully dedicate their billable time providing audit services to this specialized industry.

Furthermore, our team understands that assurance services encompass more than rendering an opinion; it also includes providing recommendations for improving internal controls and increasing operating efficiency. Many governmental entities such as the City of Houston, Coastal Water Authority, South Post Oak Redevelopment Authority, have required agreed upon procedures as part of their engagement. These engagements include reviews of vendor contract compliance related to construction, transportation, and various other activities. We look forward to applying this knowledge to ACCD.

MILESTONE DATES FOR ENGAGEMENT PHASES

Our goal for these proposed engagements with ACCD is to meet your expectations and deliver high quality reports. We plan to conduct the audit of Austin Convention Center – Catering and Concession Services, and the agreed-upon procedures related to compensation received for Audio-Visual and Rigging Services provided by Freeman Audio Visual Solutions, Inc. at the same time. The following provides a brief synopsis of our proposed milestone dates for each phase of our proposed audit and attestation engagement with ACCD:

PLANNING – October 14th – October 31st

FIELDWORK – November 4th – December 13th

REVIEW AND REPORTING – December 16th – January 17th

FINAL REPORT DELIVERY – January 17th



THE MCCONNELL & JONES' DIFFERENCE

Working with MJ provides ACCD with an experienced team that puts quality service first. Our collaborative approach adds value and focuses on ACCD's objectives.



EXPERIENCE

MJ invests thousands of hours annually providing assurance services to governmental and commercial entities. Our team has first-hand experience meeting ACCD's audit requirements, including our current engagement providing the services listed in the statement of work. Our team's experience lowers the learning curve and allows us to quickly commence work.



QUALITY

MJ is proud of our standards and high quality of work. Our team utilizes a performance monitoring system which allows us to manage engagements so that each is completed effectively and often well before the required deadlines. Moreover, our use of automated processes and systems streamlines the audit process, adding to our efficiency.



TEAMWORK

We approach each engagement with an objective to provide solutions for our clients' financial accountability, compliance, and related matters in addition to producing the required deliverables. MJ knows that solutions to real problems add value and is important to ACCD.

Our partners, managers, and subject matter experts are attentive and work very closely with the senior management team of our clients all year round for routine inquiries on accounting, internal control, and auditing matters. Furthermore, our engagement partner is involved in all stages of the engagement process, ensuring that the engagement accomplishes the desired objectives.

We offer timely updates, training courses and seminars to ensure you have the necessary training and tools in place as regulations and reporting requirements change. We see ourselves as your partner in achieving financial compliance for ACCD and will provide assistance and collaboration throughout the engagement.



TAB 4 – BUSINESS ORGANIZATION

A. STATE FULL NAME AND ADDRESS OF YOUR ORGANIZATION AND IDENTIFY PARENT COMPANY IF YOU ARE A SUBSIDIARY.

McConnell & Jones LLP (MJ), located in Houston, Texas, is a limited liability partnership licensed to practice public accountancy in Texas. Established in 1987, the firm is a regional firm offering full service assurance, tax and consulting services that does not have a parent company or any subsidiary.

B. IF APPLICABLE, SPECIFY THE BRANCH OFFICE OR SUBCONTRACTOR'S OFFICE WHICH WILL PERFORM, OR ASSIST IN PERFORMING, WORK HEREIN.

Staffing for our audit services for ACCD will be provided from our Houston office:

4828 Loop Central Drive, Suite 1000
Houston, Texas 77081

C. INDICATE WHETHER YOU OPERATE AS A PARTNERSHIP, CORPORATION, OR INDIVIDUAL. INCLUDE THE STATE IN WHICH INCORPORATED OR LICENSED TO OPERATE.

MJ is a limited liability partnership incorporated in the State of Texas. Additionally, McConnell & Jones LLP is duly licensed by the Texas State Board of Accountancy to practice public accounting in the State of Texas. Furthermore, our firm is a member of the American Institute of Certified Public Accountants (AICPA) and active in the AICPA Governmental Audit Quality Center.

In addition, we have assigned to your engagement key professionals, most of who are Certified Public Accountants and, are properly licensed in the State of Texas, and have not been subject to any complaints or disciplinary action by the Texas State Board of Public Accountancy or other regulatory authorities.





TAB 5 – SCOPE AND AUDIT APPROACH

A. CLEARLY DEMONSTRATE, IN DETAIL, THE FIRM'S UNDERSTANDING OF EACH REQUIREMENT PRESENTED IN THE SECTION 0500 SCOPE OF SERVICES OF THIS REQUEST FOR QUALIFICATION AND THE METHOD OF ADDRESSING EACH TASK.

Our Unique Business Philosophy and Service Approach

Our passion for excellence drives our unique business philosophy and service approach that are designed to ensure that we provide you with excellent service in a consistent manner.

Our business philosophy is directed toward **adding value** to our clients, **being their trusted advisers**, and **maintaining long lasting business relationships** with them. Our approach includes an evaluation of processes, policies, procedures and controls to identify opportunities to enhance our client's operational efficiency. We believe in building a strong working relationship with our clients through **open communication during the engagement and throughout the year(s) covered by our contract**, and trust that they experience with us will continue to be one of a satisfied client. In keeping with this philosophy, our clients receive attention from our designated team members that are familiar with the client organization and are current on changes in the industry. Additionally, we understand and believe that **consistency with client service teams** is a key aspect of building relationships, providing good client service and developing a thorough understanding of your industry.

Our client service philosophy is hinged on our belief that the best resources must be brought to bear on our most important clients. We believe that the best engagement is only as good as the personnel resources committed to the engagement and the standards to which they are held accountable. With this in mind, **we seek individuals who demonstrate superior technical skills, integrity, and sound character and are innovative and results-oriented**. We **work collaboratively** to create an exciting atmosphere that supports personal, professional and team growth with the dedication and expertise of our staff.

Our philosophy also includes giving back to the community where we live and work. Accordingly, many members of our firm serve on the board of several organizations in Texas, committing time and resources to help build a healthier community.

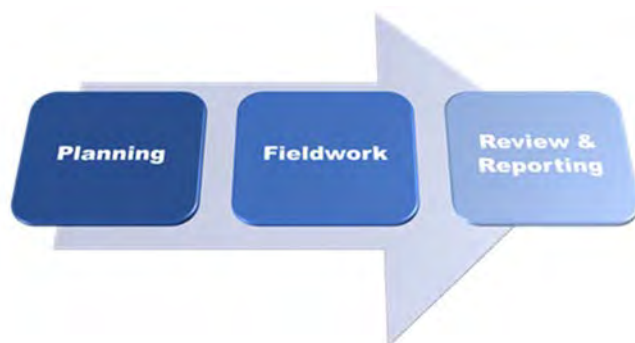
Engagement Approach, Strategy and Work Plan

Audit Services: MJ's overall audit methodology is built on the risk-based audit model. Our risk-based audit model is an audit approach that focuses more on areas of greatest risks by analyzing audit risks, setting materiality thresholds based on audit risk analysis, and developing audit programs that allocate a larger portion of audit resources to high-risk areas. Our audit approach for Austin Convention Center – Catering and Concessions Services will focus on gaining an understanding the contract that the City of Austin has with Levy Premium Foodservice L.L.C., the monitoring process ACCD employs to monitor contract compliance, evaluating key controls operating at Levy Premium Foodservice, understanding how financial transactions are accumulated, and key controls surrounding financial reporting process. It will include a consideration of internal control to determine effectiveness and adequacy for ensuring proper financial accountability, efficient operations, compliance with laws and regulations including contractual provisions), and safeguarding of assets.

AUP Services: Considering the nature of the proposed engagement, we do not plan to perform any procedures beyond those that were agreed to with the ACCD. We will report the results of our procedures in our agreed-upon procedures report without regard to materiality. Our

approach for the proposed engagement will be to focus on developing a thorough understanding of the contractual arrangement between ACCD and Freeman Audio Visual Solutions and gaining familiarity with provisions of the contractual requirements that are relevant to previously agreed-upon procedures with ACCD.

Our work plan for conducting the audit of Austin Convention Center – Catering and Concessions Services and performing agreed-upon procedures for audio visual and rigging services provided by Levy Premium Foodservice L.L.C. will be implemented in three (3) general phases, as presented below:



Although our project plan has multiple phases, our collaboration and communication with the vendors and designated ACCD personnel will be on-going and will continue throughout the project implementation phases.

Our engagement approach will **include the assignment of experienced personnel who possess prerequisite skills** and the **establishment of a time-phased and risk-based plan for the timely completion of the proposed engagement**. Such an approach requires close communication and cooperation between our personnel and those at ACCD and the contractors, forming a successful team that makes the critical difference in completing our engagements.

At MJ, we recognize that the most important aspect of an engagement is demonstrating to management that we have a proven track record of meeting the objectives of the engagement. With the involvement of upper level management of the firm in the overall planning of the audit on the front end of the engagement, MJ will establish performance-monitoring system that is tailored to the objectives of the engagement.

We have developed a project management plan to control the quality and timing of audit engagements to ensure all expected deadlines are met. Our project management and control procedures cover five (5) areas that we consider critical to the success of any project: Each of these areas significantly impacts the timing of work activities and the quality and timeliness of final reports. These areas are described below:

- a) **PLANNING:** As soon as we become aware of our selection, MJ's engagement partner schedules an internal planning meeting with other engagement team members where we collectively review the scope, objectives and timelines for the engagement and develop strategies for meeting such objectives.
- b) **ESTIMATING AND SCHEDULING:** We strategically assign our team members to the areas where they have a significant level of expertise. Based on the results of on-going planning meetings, availability of more detailed financial data, information regarding control environment and activities, and the results of our risk assessment, we develop a detailed



work plan for completing activities in each phase of the engagement (with specific time estimates) for each team member.

- c) **MONITORING:** A project schedule is maintained by the engagement partner and manager and a detailed work plan is used throughout the engagement to provide the basis for monitoring and controlling actual work performance. It is important to note that both the project schedule and detailed work plan are critical tools for monitoring and controlling the performance of our projects against established benchmarks. The audit team performing fieldwork is required to provide daily updates to the audit manager. This ensures that each phase of the engagement meets MJ quality standards and those of ACCD. In addition, it prevents miscommunication that could result in significant delays in providing the required deliverables and information. Mr. Goran will be primarily responsible for monitoring the actual progress on a regular basis and estimating remaining levels of effort needed to complete the engagements in a timely manner.
- d) **CONTINUING COMMUNICATION:** As part of the engagement process, we provide management with periodic status of our work performed to ensure on-going communication and collaboration with management. This ensures that the engagement goes smoothly, all parties are aware of the status of the engagement at any point in time, and the overall progress of the audit is monitored in a timely fashion. MJ maintain an on-going open and honest dialogue with management not only during the engagement process, but also throughout the year.
- e) **QUALITY ASSURANCE:** MJ quality assurance controls are designed to increase the probability that actual project performance will exceed expected project performance in terms of timeliness and quality of the work product submitted. We have purposely assigned seasoned professionals to this engagement because of their relevant past experience performing audit and attestation engagements, and professional maturity in dealing with entities similar to the proposed engagements with ACCD. The MJ engagement partner and manager will spend a significant portion of their efforts in reviewing and directing the staff's assigned responsibilities.

Proposed Timelines

Our proposed timeline to conduct the audit and perform agreed-upon procedures engagement for fiscal year 2019 per the scope of services referred to in Section 0500 of the RFQS is presented below. These timelines were established to provide adequate time for the contractors and ACCD to get prepared and to resolve any issues that may arise. We can adjust these timelines if ACCD so desires.

Timelines	Engagement Activities
PLANNING PHASE	
Upon notification of contract award	Submit audit and agreed-upon procedures engagement letters to ACCD.
Upon execution of signed contract	At the discretion of ACCD staff, attend a Contract Kick-Off meeting.



Timelines	Engagement Activities
Upon receipt of signed engagement letter	Communicate with the predecessor auditor and complete review of prior year's review of workpapers.
October 4 th	Conduct a pre-audit meeting with the City Contract Manager or designee to obtain background information and further define audit goals, objectives, identify auditing logistics, scheduling, report distribution requirements, and to determine key contact personnel.
Upon notification from ACCD	Draft an audit notice letter along with document request (within 5 business days following ACCD's request), secure approval from the City Contract Manager, and distribute to ACCD's Contractors notifying them of the audit/agreed-upon procedures engagement.
Week of October 14 th	Conduct entrance conference with Contractors to introduce engagement team members, set-up ShareFile account set-ups, and initiate other planning activities.
Weeks of October 21 st to 31 st	Set-up trial balance information in Pro System, analyze data in ACL, review contracts, agreements and complete all planning activities for the audit and AUP engagement.
FIELDWORK PHASE	
November 4 th through December 13 th	Perform pre-planned audit procedures; test of transactions; analytical reviews, determination of compliance with laws and regulations having a material impact on the financial statements, single audit testwork and other related audit activities. Identify and discuss all potential audit adjustments, follow-ups for pending items, resolve any potential audit findings issues and complete documentation of all workpapers.
December 19 th	Conduct exit conference with representatives of ACCD and Contractors to discuss preliminary results (including audit observations/findings), provide any pending items to wrap the fieldwork, etc.
REVIEW AND REPORTING PHASE	
December 16 st – 31 st	Prepare draft financial statements and agreed-upon procedures report as well as required communication letters.
January 1 st - 17 th	Complete quality control reviews of audit workpapers.
January 17 th	Submit draft financial statements and agreed-upon procedures report to ACCD and the Contractors (if necessary) along with the draft of all required communication letters.
Upon approval from ACCD	Issue audited financial statements and agreed-upon procedures report along with all required communication letters. Send desired electronic and hardcopies to ACCD.



B. RESPONSE SHALL CLEARLY DEMONSTRATE AN UNDERSTANDING OF THE REQUESTED WORK AND ABILITY TO PERFORM THE WORK AS STATED IN THE SOLICITATION.

MJ understands that ACCD is an enterprise fund of the City of Austin. ACCD maintains and operates the Austin Convention Center, Palm Events Center and three (3) parking garages, and has in place approximately 130 contracts for the purchase of various goods and services for that purpose. Of these 130 contracts, ACCD has two (2) contracts, namely (1) the Catering and Concession agreement, and (2) the Audio-Visual company agreement, that requires an independent, CPA firm to perform annually, an audit and a report on agreed-upon procedures related to revenue collection process of the contractor who perform these services, respectively.

Audit Services

MJ will perform financial statement audit of Austin Convention Center – Catering and Concessions Services (managed by Levy Premium Foodservice L.L.C.), on a contractual basis, that will comprise of the statement of assets, liabilities and net profits payable of the accounts maintained by Levy Premium, as of September 30, 2019, and the related statements of revenues, expenses and changes in net profits payable and cash flows as represented by such accounts for the year then ended, and the related notes to such financial statements. It is our understanding that the financial statement will be prepared based on financial accounting provisions as specified in the contract that Levy Premium Foodservices, L.L.C. has with the City of Austin. Our audit will be performed in accordance with the generally accepted auditing standards in the United States of America and will result in issuance of an Independent Auditor's Report. As a result of our audit, we will also provide our required communication to those charged with governance under the auditing standards and, if applicable, a management letter.

Attestation Services

MJ will perform agreed-upon procedures agreed to with ACCD to assist them in determining whether compensation received by ACCD per their contract with Freeman Audio Visual Solutions, Inc. for audio visual and rigging services complied with the provisions of such contract for the twelve months ended September 30, 2019. Our agreed-upon procedures engagement will be conducted in accordance with the attestation standards established by the AICPA.

We have a clear understanding of the services being requested and believe that our prior experience presented under Tab 6 demonstrates our ability to perform the required services excellently. Furthermore, with a dedicated team of knowledgeable professionals fully focused on your needs we can promptly begin and completed our proposed engagements with ACCD within the expected timelines. We take pride in our reputation for exceptionally high-quality work and reliable client service.

C. DESCRIBE THE METHOD(S) THAT WILL BE USED TO SUCCESSFULLY COMPLETE THE WORK; UNDERSTANDING OF THE TECHNIQUES AND SEQUENCING REQUIRED; AND HOW THE FIRM WILL INTERFACE WITH ACCD AND ITS CONTRACTORS. IN ADDITION, INCLUDE A DESCRIPTION OF THE LEVEL AND AMOUNT OF SUPPORT FROM ACCD'S STAFF AND ITS CONTRACTOR'S STAFF THAT WILL BE NECESSARY TO COMPLETE THE WORK AS OUTLINED IN THE SOLICITATION.

Methods and Techniques Used for Successful Completion of Engagement

MJ is committed to delivering high quality work products. The foundation for providing quality results of this project begins with properly staffing the project with experienced resources. MJ has three key components that drive quality which are:



- Attention to Detail/First-Time Right Approach.
- Clear accountability.
- Quality Review Checkpoints.

MJ's quality assurance (QA) philosophy has at its core the concept of proactive, participative planning and development of performance expectations. Our firm-wide Quality Assurance program ensures actual project performance will exceed expected project performance in terms of timeliness, cost, and quality of deliverables. We believe these elements combine to result in client satisfaction.

Periodic reporting is essential to effective communication of program status, successes, concerns, and special issues that may affect program performance and require joint resolution by ACCD, its Contractors and MJ.

Our management and control plan include periodic reporting that will typically be established in the engagement kick-off meeting. Such reports will be provided at mutually agreed periodic intervals and we will maintain enough flexibility to provide additional progress reporting upon request.

MJ uses the following techniques to gauge, measure, and monitor project performance and quality of work. These techniques enable us to quickly detect conditions that could lead to failed expectations and poor performance.

Technique	Function
<i>Review of hourly budget variances</i>	Enables project manager and team leaders to ensure the project budget stays on track.
<i>Weekly team meetings</i>	Enables team members to share issues, concerns, ideas, and barriers to performance.
<i>Weekly status reports</i>	Enables project team to review client expectations, update progress, explore issues, and communicate concerns before they become barriers to performance.
<i>Teaming concept</i>	Ensures continuous monitoring of less experienced staff members by more experienced staff who review their work and shadow them while onsite to ensure that they make effective use of limited time.
<i>Tertiary review of deliverables</i>	Subjects each deliverable to three levels of review: team leader, project manager, and engagement partner.
<i>Internal project plan</i>	Provides staff with a detailed work breakdown structure of the project plan for their specific area with key milestones that, if missed, provide an early indicator of potential issues affecting the quality of deliverables.
<i>Satisfaction surveys</i>	MJ's customer satisfaction survey tool that allows us to determine customer satisfaction.



Proposed Interface with ACCD and Contractors

MJ customizes its fieldwork based on client's preference. Although, we encourage face-to-face interactions, we do have the capability to conduct the fieldwork remotely. During the fieldwork, we prefer to conduct weekly progress meetings with our clients to keep them abreast of engagement progress and discuss issues as they arise.

To facilitate the smooth transmission of documents and files between MJ and our clients, we use our secured web-based **ShareFile** portal which designated management personnel can access with passcodes and use it to upload documents and files we request for our engagements. Many of our clients have found the use of our **ShareFile** highly beneficial in terms of making the engagement process smoother. We have learned the value of creating a centralized and secure communications hub to better utilize our client's technological resources. This also makes the process of sharing private information easier, faster and more efficient. We understand that our clients' staff are busy, and we respect their schedules; therefore, information requests through **ShareFile** minimize duplications and overlap.

As part of our performance monitoring system, we use **Document Request Control Matrix** that is maintained in **ShareFile**, updated daily, track the prepared-by-client (PBC) documents we request in DRCM as well as the due dates and dates received. This Matrix makes it easier for our clients and us to keep track of the PBC items and their status and creates more effective control of the engagement process. This Matrix also helps personnel to plan their schedules and time accordingly, minimize disruptions and significantly reduce the possibility of duplicate requests.

Expected Level of Support

Once appointed, we will meet with the appropriate personnel (at the pre-audit meeting) to review schedules needed for the engagements with ACCD, evaluate the effectiveness of those schedules used in past and determine the need to replace and/or supplement requested items. To avoid duplication of effort, reduce disruption, minimize interference with their normal duties, and putting unnecessary burden on the Contractor's personnel time, our goal will be to utilize, wherever possible, schedules and reports that were previously provided to the auditors for the engagements. However, we expect ACCD representative personnel to facilitate smooth interaction with the Contractor personnel. We expect Contractor's personnel to cooperate and prepare a minimum number of schedules required pertinent to our engagement and provide us with supporting documentation for transactions selected for testing. We feel this benefit both ACCD, the Contractors and MJ through the exchange of knowledge and experience. Additionally, timely preparation of client assistance schedules is helpful in keeping the cost of engagements within reasonable limits and on schedule.

Access to Team Leadership, Availability and Commitment

MJ will be available and committed to ACCD. As a demonstration of our availability and commitment, we have carefully reviewed our future staffing requirements and have assigned team members to this proposed engagement to ensure that team members are available during the timeline requested in the RFP for starting and completing the engagement. ACCD will be an important client to MJ. Accordingly, we are committed to give priority and preference in our audit department to ACCD. Given that we have a large enough workforce in our audit department, we are able to accommodate this preference together with the work of our other clients.

ACCD's designated personnel will have direct access to the engagement partner for informal as well as formal conversations with respect to financial management matters at all times throughout the year(s). In addition, other senior members of the engagement team are also available to be contacted by management at any time for routine inquiries on any matters related to accounting,



auditing, compliance, and policies. Routine communication and consultations with the partner and other senior members of the audit team are available at no extra cost to ACCD.

Additionally, given our on-line connectivity to the office via mobile devices and our sophisticated technology infrastructure that connects voicemail and email, we are routinely available to our clients. It is our policy at MJ that the engagement partners, directors, and managers are available all year round for routine inquiries on accounting, internal control and auditing matters. Our goal is to provide ACCD with the highest quality of service in a timely manner.

Furthermore, at MJ, we adopt a project communication plan that includes a system of continuing communication with ACCD throughout the engagement and a progress reporting activity that provides designated personnel at ACCD with the status of our engagements on a weekly basis. Timely and on-going communication with management ensures that all parties are aware of the status of our engagements at any point in time, and that the engagement objectives are met in an orderly and timely manner. Our weekly progress report makes it easier for us and management to address any difficulties encountered in conducting fieldwork, and any specific issues that may require the attention of appropriate personnel.

Continuing communication between MJ and ACCD also includes the use of an audit document request matrix to track the status of items requested for the engagements, in order to ensure the achievement of timely delivery of the requested items and the efficiency of the overall engagement process.

D. A COMMENT ON THE FIRM'S ABILITY TO MEET THE SCHEDULE/TIMELINES INDICATED IN THE SOLICITATION. PROVIDE ANY RECOMMENDED CHANGES TO THE SCHEDULE/TIMELINES IN ORDER TO ENHANCE THE TIMELINES AND QUALITY OF THE ENGAGEMENT.

We have a clear understanding of the services being requested and believe that our prior experience demonstrates our ability to perform the required services on a timely basis in line with your expectations. Furthermore, with a dedicated team of knowledgeable professionals fully focused on your needs we can promptly begin our audit within the timelines specified in the RFQS. We take pride in our reputation for exceptionally high-quality work and reliable client service.

E. IDENTIFY ANY ANTICIPATED POTENTIAL AUDIT PROBLEMS, THE FIRM'S APPROACH TO RESOLVING THESE PROBLEMS, AND ANY SPECIAL ASSISTANCE THAT WILL BE REQUESTED FROM ACCD. REFERENCE ISSUES SEEN ON SIMILARLY SCOPED PROJECTS, AND THE OVERALL APPROACH TO MITIGATE THOSE AND OTHER ISSUES.

Our engagement approach as described earlier will facilitate the identification and resolution of problems. Keys to the early identification and resolution of problems include the following:

- Experience auditing a diverse mix of clients, which allows us to recognize issues and develop solutions.
- A proven engagement approach, strategy and work plan that includes ongoing communications with our clients on issues they are facing.
- Annual continuing professional education that keeps our team abreast of accounting and audit issues.



- Regular status meetings with key officials of ACCD and Contractors that would identify issues identified during the engagement and working together to provide the best solutions to those problems.

F. SUBMIT A STATEMENT AFFIRMING THE FIRM'S COMMITMENT TO ABIDE BY ALL ETHICS RULES, REGULATIONS, PROCEDURES AND STANDARDS AS PROMULGATED BY THE FINANCIAL ACCOUNTING STANDARDS BOARD (FASB), THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS (AICPA), THE GENERAL ACCOUNTING OFFICE (GAO), THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) AND THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) AND ABIDE BY ALL APPLICABLE RULES AND REGULATIONS OF FEDERAL, STATE AND LOCAL ENTITIES. THE RESPONDER MUST STATE HIS COMPLIANCE WITH TERMS OF THIS REQUEST FOR QUALIFICATION STATEMENT.

We are committed to abide by all ethics rules, regulations, procedures and standards as promulgated by the financial accounting Standards Board (FASB), the American Institute of Certified Public Accountants (AICPA), the General Accounting Office (GAO), the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA) and abide by all applicable rules and regulations of Federal, State and Local entities. We also comply with the terms of this request for qualification statement.



TAB 6 – BACKGROUND AND PRIOR EXPERIENCE

A. PROVIDE A BRIEF BACKGROUND OF YOUR FIRM. INCLUDE:

i. The size of firm

MJ is a mid-size regional firm with offices in Houston, Dallas, and Austin, Texas, as well as, Washington D.C.

ii. Number of years the firm has been in business. Note: Firms will not be considered with less than five (5) recent years of experience. Reference Section 0500 Scope of Work, Item 3.0.

Founded in 1987, MJ has been in business for over 30 years.

iii. The size and experience of the firm's Government Audit Staff.

MJ is organized by areas of specialization whereby professional employees are dedicated to serving only a specific business sector; therefore, becoming specialist in their field. Governmental assurance services account for more than 35 percent of our practice and MJ has more than 20 professionals who fully dedicate their billable time providing audit services to this specialized industry.

iv. Number, nature, and experience of staff to be assigned to this engagement (full-time and part-time).

For this engagement with ACCD, we are proposing three (3) full time employees, with over 40 years of combined audit and assurance experience. Most assigned personnel are certified public accountants with a strong background of performing engagements similar in nature being sought in the RFQS. Detailed qualification and experience is presented under **Tab 7 Personnel Qualifications**.

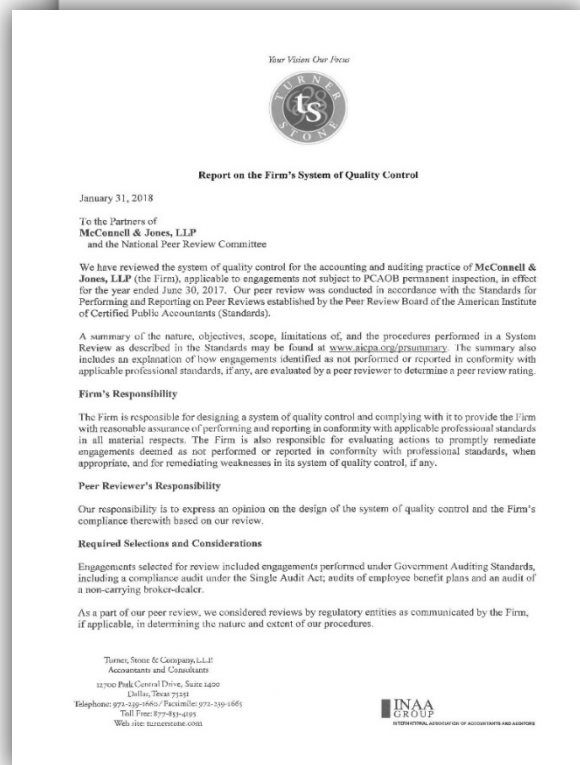
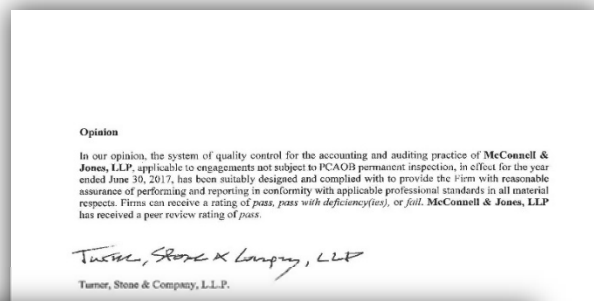
v. If Responder is a joint venture or consortium, provide the qualifications of each firm comprising the joint venture or consortium. In addition, identify the firm to serve as the principal auditor.

We do not anticipate utilizing other firms or affiliates, and we are confident that our team can provide both a depth and breadth of skills throughout the engagement for ACCD.



vi. Latest Peer Review - As part of the evaluation process for this RFQS, Auditor(s) shall submit their latest peer review.

MJ has been a member of the AICPA since 1987. Being a member of AICPA, MJ is subject to the AICPA's peer review process every three years. Our commitment to quality is underscored by the results of an independent peer review of our accounting and auditing practices. After a thorough study of our procedures and work practices, which include reviews of our employee benefit plan, governmental, not-for-profit, and commercial audits, the reviewers concluded that MJ complies with the stringent quality control standards established by the American Institute of Certified Public Accountants. To evidence this fact, we received a "Pass" rating in our current peer review letter.





B. PROVIDE A DESCRIPTION AND SUMMARY OF THREE (3) PROJECTS COMPLETED IN THE PAST FIVE (5) YEARS WHICH ARE SIMILAR IN SCOPE TO THIS SOLICITATION. SUPPLY THE PROJECT TITLE, AND A DESCRIPTION OF THE WORK PERFORMED INCLUDING THE YEAR. PROVIDE POINT-OF-CONTACT NAME, TITLE, PRESENT ADDRESS, E-MAIL ADDRESS AND PHONE NUMBER. ACCD RESERVES THE RIGHT TO USE THIS INFORMATION TO CHECK AS REFERENCES.

MJ provides audit and assurance services to a diverse-mix of clients across multiple sectors, including clients similar in scope and nature to the ACCD's requirements. Our clients receive prompt and efficient service which has strengthened our business relationships. The following qualifications are most representative to your needs; we encourage you to contact our references for an appraisal of our work.

TEXAS DEPARTMENT OF INFORMATION RESOURCES

Principal Contact:

Cathy Sherwood
Interim Internal Audit Director
512-475-4517
cathy.sherwood@dir.texas.gov

MJ is a part of a selection of auditors selected to perform a variety of services for the Texas Department of Information Resources (DIR). We were selected to perform the 2017 financial statement audit for Texas NICUSA, LLC, an organization who contracts with DIR. The audit was conducted in accordance with generally accepted auditing standards.

ARAMARK

Principal Contact:

Luis Sepulveda
General Manager
713-523-5780
Sepulveda-Luis@aramark.com

Aramark S&E/QCF Joint Venture provided food and beverage services at the George R. Brown Convention Center, the Jesse H. Jones Hall for the Performing Arts, Jones Plaza, the Miller Outdoor Theatre, Root Memorial Square Park, the Wortham Theater Center, and auxiliary spaces in and about those venues under a contract with the City of Houston which, in 2011, the City assigned to Houston First Corporation.

MJ performed audits of Statement of Net Profit of Aramark on a contractual basis (per the Food and Beverage management Contract) from fiscal year 2014 through 2017.

GREATER HOUSTON CONVENTION AND VISITOR'S BUREAU

Principal Contact:

Ms. Karen Williams
Vice President of Finance
713-853-8304
kwilliams@houstonfirst.com

GHCVB is organized for the purpose of promoting Houston and the surrounding area as an attraction to visitors and to encourage groups to convene in Houston. This is done primarily through advertising, distribution of descriptive materials, conventions, trade shows, and expositions.

MJ has successfully performed financial statement audits under generally accepted auditing standards since fiscal year 2015.

C. DESCRIBE ONLY RELEVANT CORPORATE EXPERIENCE AND INDIVIDUAL EXPERIENCE FOR PERSONNEL WHO WILL BE ACTIVELY ENGAGED IN THE PROJECT.

Firm Experience

We bring a wealth of relevant experience having provided numerous financial statement audit and





MJ spends thousands of hours annually providing financial and compliance assurance as well as tax compliance services to governmental organizations, nonprofit organizations, and commercial entities throughout Texas, and offers a proven track record of more than 30 years' experience of exemplary performance in support of auditing and accounting functions for a myriad of clients with similar needs to those of ACCD. We provide high standard professional services that are similar to those typically associated with large multinational firms. Our philosophy is directed toward adding value to our clients and becoming your trusted adviser. Not only does MJ bring a wealth of relevant experience, our clients receive attention from team members that are familiar with the unique aspects of government reporting and are current on changes in your industry. The result is a long-lasting client relationship built on trust.

The following provides a snapshot of some of our clients that have contributed to our audit & assurance service experience:

Public Sector Representative Clients	Location	Financial Audits	Attestation Services	Contract Compliance	Number of Years Served
Aramark	Houston	✓		✓	9
Alliance for Multicultural Community Services	Houston	✓			10
Austin Community College System	Austin	✓	✓	✓	5
Austin Discovery School	Austin	✓			8
Cancer Prevention and Research Institute of Texas	Austin	✓			6
Cedar Bayou Navigation District	Houston	✓			12
City of Houston's Housing and Community Development Department	Houston		✓	✓	10
City of Houston's Public Works & Engineering Department	Houston		✓	✓	7
City of Houston's Solid Waste Management Department	Houston		✓		5
Coastal Water Authority	Houston	✓		✓	10
Communities in Schools of Houston	Houston	✓			14
Community Council South Central Texas	Seguin	✓	✓		4
Con-Real Support Group, LLC	Dallas	✓		✓	13
Dallas County Community College District	Dallas	✓	✓		5
4 Families of Houston	Houston		✓	✓	8
Frenchy's Chicken Development	Houston	✓		✓	1
G&H Diversified	Houston	✓		✓	14
Greater Houston Convention and Visitors Bureau	Houston	✓		✓	3
Gulf Coast Community Services Association	Houston	✓			17
Gulf Coast Regional Blood Center	Houston	✓			2
Harbor Healthcare System	Houston		✓		5
Houston Area Urban League	Houston	✓			12
Houston Business Development	Houston	✓			12



Public Sector Representative Clients	Location	Financial Audits	Attestation Services	Contract Compliance	Number of Years Served
Houston Civic Events	Houston	✓			4
Harris County's District Clerk Court Registry Funds	Houston	✓			4
Harris County's County Clerk Registry of the Court Accounts	Houston	✓			4
Houston Community College System	Houston	✓	✓	✓	5
Houston CPA Society and TSCPA Foundation	Houston	✓			6
Houston Firefighters' Relief and Retirement Fund	Houston	✓			5
Houston Housing Finance Corporation	Houston	✓	✓		14
Houston-Galveston Area Council	Houston			✓	2
Houston Municipal Employees Pension System	Houston	✓			3
Metropolitan Transit Authority's Pension Plans	Houston	✓	✓		11
Metzger Construction Company	Houston	✓		✓	6
MHMRA of Harris County	Houston	✓		✓	5
Midtown Redevelopment Authority	Houston		✓		15
OST/Almeda Corridors Redevelopment Authority	Houston		✓	✓	15
Renaissance Physicians Organization	Houston	✓		✓	11
Settlement Facility – Dow Corning Trust	Houston	✓		✓	6
South Post Oak Redevelopment Authority	Houston	✓	✓	✓	17
TASB Energy Cooperative	Austin	✓			2
Texas Department of Public Safety (Subcontracted with a Regional firm)	Austin	✓		✓	3
Texas Heart Institute	Houston	✓			6
Texas Lottery Commission	Austin	✓			3
Texas Prepaid Higher Education Tuition Board	Austin	✓			10
Texas Southern University Partnerships	Houston			✓	3
Texas Tuition Promise Fund	Austin	✓			6
The Local Government Purchasing Cooperative	Austin	✓			2
The Town of Prosper	Prosper	✓			2
The Gulf Coast Center	Galveston	✓		✓	1
Tri-County MHMR Services	Conroe	✓		✓	3
University of Houston System (Endowment Fund, Athletics, Radio and T.V. Stations)	Houston	✓	✓		5
University of Texas System (UTMB, M.D. Anderson and UT Health Science Center Houston (subcontracted with a national CPA firm)	Houston	✓			3



Assigned Personnel Experience

Relevant experience of key-assigned personnel has been provided with the bios and resume under **TAB 7**.



TAB 7 – PERSONNEL QUALIFICATIONS

A. IDENTIFY THE PRINCIPAL SUPERVISORY AND MANAGEMENT STAFF WHO WILL BE ASSIGNED TO THE ENGAGEMENT AND INDICATE WHETHER EACH SUCH PERSON IS LICENSED TO PRACTICE AS A CERTIFIED PUBLIC ACCOUNTANT IN THE STATE OF TEXAS.

With relevant experience of key personnel ranging from 6 to over 22 years, our diverse team offers a wealth of relevant experience having performed audit and attestation work for a diverse mix of clients. The following lists the principal supervisory and management staff assigned on this proposed engagement with ACCD most of whom are certified public accountants who are properly licensed as such to practice in the State of Texas:

- Marlon Williams, CPA, Engagement Partner
- Goran Mei, CPA, Engagement Manager
- Carlos Gonzales, MS, Audit Supervisor

Detailed biographies and resumes are available below in this section.

B. INCLUDE NAMES AND QUALIFICATIONS OF ALL PERSONNEL WHO WILL BE ASSIGNED TO THIS ENGAGEMENT. STATE THE PRIMARY WORK ASSIGNED TO EACH PERSON AND THE PERCENTAGE OF TIME EACH PERSON WILL DEVOTE TO THIS WORK. INDICATE WHICH PERSONNEL HAVE PRIOR GOVERNMENTAL AND/OR CONVENTION CENTER AUDITING EXPERIENCE SIMILAR IN SCOPE TO THIS SOLICITATION.

The following table include names and qualifications of all personnel who will be assigned to this proposed engagement with the City. It also identifies the broad functional responsibilities for each member of the audit engagement team. Personnel who have prior governmental and/or convention center auditing experience similar in scope to this solicitation are identified by marking asterisk against their name.

Team Member	Functional Responsibilities
Marlon Williams, CPA * <i>Engagement Partner</i> <i>Time on Engagement: 15%</i>	<ul style="list-style-type: none">• Point of contact as engagement partner• Ensure proper planning and administration of the audit in accordance with relevant standards and guidelines• Quality review of engagement workpapers and reports• Presentation of draft reports to management• Presentation of final reports to management
Goran Mei, CPA <i>Audit Manager</i> <i>Time on Engagement: 20%</i>	<ul style="list-style-type: none">• Point of contact as engagement manager• Lead the fieldwork and supervise field staff• Ensure proper engagement planning and administration• Quality review of engagement workpapers• Develop reports including recommendations on internal controls• Presentation of reports to management
Carlos Gonzales * <i>Supervisor</i> <i>Time on Engagement: 35%</i>	<ul style="list-style-type: none">• Conduct the fieldwork and supervise field staff• Evaluate controls and perform more complex procedures

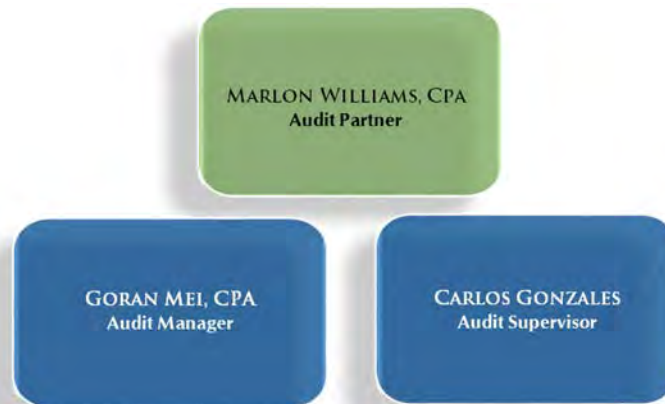


Team Member	Functional Responsibilities
	<ul style="list-style-type: none">• Quality review of engagement work papers completed by staff auditor• Assist in preparing financial statements and AUP reports and required communications
Henry Golightly * <i>Experienced Staff Auditor</i> <i>Time on Engagement: 30%</i>	<ul style="list-style-type: none">• Conduct assigned testwork and prescribed procedures• Analyze data• Document results of work performed

C. PROVIDE AN EXPLANATION OF THE TEAM STRUCTURE; INCLUDE AN ORGANIZATIONAL CHART, A BRIEF NARRATIVE OF ACTIVITIES, THE ROLES AND RESPONSIBILITIES, PROJECT LEADERSHIP, AND REPORTING RESPONSIBILITIES. INDICATE HOW THE QUALITY OF PERSONNEL OVER THE TERM OF THE ENGAGEMENT WILL BE ASSURED.

Our unique management structure emphasizes heavy partner involvement early in the engagement; ultimately providing clients with a skillful approach to their engagement from beginning to end which is a welcome change in our industry. Additionally, we have invested in resources to ensure that our technology infrastructure makes the partners, managers and other key service personnel accessible before, during and after the audit. By cultivating an environment of superior client service, we ensure that audit team members at all levels respond to client needs in an efficient and timely manner. A detailed narrative of activities and roles and responsibilities can be found above in **Question B**.

The following organizational chart outlines our client service team.



MJ provides high standard professional services that are similar to those typically associated with large multinational firms. We have implemented a comprehensive training program to ensure that our professionals have appropriate skills. Most MJ employees are CPA's or have a similar qualification or designations and their licensing boards require them to adhere to stringent ethical and independence standards as a condition of maintaining that license. MJ strongly encourages its employees to adhere to these licensing requirements through self-monitoring and require strict adherence to conflict of interest, independence and ethical standards. Annual acknowledgment from employees is also obtained. Additionally, MJ conducts annual training on independence and adherence to ethical standards.

Experience

Our financial statement auditors are experienced in providing assurance services for a diverse mix of clients.

Knowledge

Our assurance professionals continuously exceed their required hours of continuing education.

Consistency

Our service teams remain consistent year over year and stay with your engagement over the course of our relationship.



Professional Development

Because of constant access to current developments in your industry through seminars and training and through our membership in professional organizations such as AICPA and its Governmental Audit Quality Center, and review of professional and industry newsletters, we can keep abreast of current developments that enable us to bring a fresh perspective to serving our clients.

Our assurance professionals exceed the required continuing education requirements by AICPA and U.S. government auditing standards. This ensures that our specialists keep abreast of the current issues and developments and consequently offer better service to our clients. We also employ a performance monitoring system that allows us to manage our engagements so that each is completed effectively and within the required deadlines.

Staff Continuity

We have a solid record of ensuring team leadership continuity on engagements and understand that consistency with client service teams is a key aspect to building relationships, providing good client service, and developing a continuous understanding of your industry. Our policy is to maintain that consistency by returning service team professionals year after year.

Ensuring continuity of your client service team provides advancement and career opportunity to the service team professionals, allowing them to be promoted as their leadership and technical skills advance along with their thorough understanding of your business and operations. Additionally, it builds a rewarding, long-term relationship and minimizes the effect of learning curve on engagements.

We enjoy a comparatively low turnover rate, meaning there will be little need to retrain our staff on your engagement year after year. In addition, we have a solid record of ensuring team leadership continuity on engagements.

D. PROVIDE THEIR BIOGRAPHIES SPECIFYING RELEVANT EXPERIENCE TO THE TYPE OF SERVICES REQUESTED, INCLUDING NUMBER OF YEARS OF EXPERIENCE, INFORMATION ON RELEVANT CONTINUING PROFESSIONAL-EDUCATION FOR THE PAST THREE YEARS, AND MEMBERSHIP(S) OF PROFESSIONAL ORGANIZATIONS.

A cornerstone of MJ's client service philosophy is the concept that the best resources must be brought to bear on all of our clients. The best services are only as good as the personnel resources committed to the engagement and the standards to which they are held accountable. We have chosen the following professionals to serve ACCD. Relevant continuing professional education for the past three years and information related to membership in professional organizations were provided as part of resumes under **Question E**.



Marlon Williams, CPA, Public Sector Practice Leader and Engagement Partner



Mr. Marlon Williams has more than 22 years' experience and has served as lead partner on countless financial statement and compliance audits performed in accordance with U.S. Generally Accepted Auditing Standards, Government Auditing Standards, Uniform Guidance and State of Texas UGMS for a diverse mix of clients.

Examples of representative engagements in which he has served as partner, include:

- Texas NIC USA
- City of Houston
- City of Glenn Heights
- Town of Prosper
- Houston Housing Finance Corporation
- Houston Downtown Management District
- Coastal Water Authority
- Community Council South Central Texas
- Gulf Coast Regional Blood Center
- South Post Oak Redevelopment Authority
- Greater Houston Convention and Visitor Bureau
- Cancer Prevention and Research Institute of Texas
- City of Houston Public Works and Engineering Department
- TASB Energy Cooperative
- The Local Government Purchasing Cooperative
- Association for the Advancement of Mexican Americans
- Communities in Schools of Houston
- City of Houston's Solid Waste Management Department
- Texas Heart Institute
- Frenchy's Chicken Development
- Austin Discovery School



Goran Mei, CPA, Senior Audit Manager



Mr. Mei will serve as audit manager and has over 7 years of experience performing accounting, auditing, and assurance services; internal audits; compliance & vendor audits; financial analysis, consolidations of international entities; cost accounting; and due diligence engagements. He manages and performs accounting services, external audits on financial statements prepared in accordance with US-GAAP / IFRS, internal audits, financial reviews of commercial entities in diverse industries, including: Construction, Property and Real Estate Management, Oil & Gas (E & P), Electricity / Energy, Chemicals, Manufacturing, and Engineering. Representative clients include G&H Diversified, Settlement Facility – Dow Corning Trust, Lawford Investments, Willis Group, Harbor Healthcare, Renaissance Physicians Organization, Galway Capital, and 4 Families of Houston, to name a few.

Carlos Gonzales, Audit Supervisor



Mr. Carlos Gonzales will serve as an InCharge Auditor involved in the overall performance of the fieldwork. He has over 6 (six) years of audit and accounting experience and has served on numerous financial audit engagements. Representative clients include Aramark, StarPort NASA Exchange, Sharp Spring, Settlement Facility – Dow Corning Trust, Sulzer Pumps, and G&H Diversified, to name a few.

E. PROVIDE RESUMES OF ALL PERSONNEL WHO WILL BE ASSIGNED TO THIS ENGAGEMENT. RESPONSE PROVIDED MUST INCLUDE DOCUMENTATION TO SUBSTANTIATE THE QUALIFICATION OF PERSONNEL (COPIES OF DEGREES, LICENSES, CERTIFICATIONS, ETC.).

Below are the detailed team's resumes and copies of their licenses.



MARLON WILLIAMS, CPA | Engagement Partner

Summary of Qualifications

Mr. Marlon Williams leads our Public Sector practice and will serve as your audit engagement partner. He provides leadership in the Firm's long-range planning process and shares responsibility for the Firm's quality control system. He serves as engagement partner on a variety of public sector and private clients.

He has more than 22 years of audit experience. With extensive experience leading audit teams, Marlon brings a wealth of knowledge to each of his clients. As a partner, he performs quality assurance, planning and engagement administration, and final review of deliverables.

Mr. Williams also has oversight responsibility of the audit division's quality control system; making sure that it adheres to the peer review and inspection requirements of the AICPA. He also conducts engagement partner and technical reviews of audit reports and the related financial statements, ensuring that the engagements have been performed in accordance with generally accepted auditing standards and the financial statements are being presented in accordance with generally accepted accounting principles. Furthermore, he develops strong client relationships and maintains effective client communication to ensure efficient administration and completion of engagements.

- Certified Public Accountant - Texas
- Over 22 years of experience in public accounting
- Experienced in audits of state and local governments
- Engagement and technical partner for serving on major/large municipal and other governmental engagements
- Engagement audit partner serving multiple nonprofit organizations
- Experience with a wide range of private sector clients
- Proven track record leading financial statement audits and attestation engagements
- Excellent leadership and communication skills

Education | Qualifications | Affiliations | Professional Accomplishments

- Abilene Christian University, Bachelor of Business Administration, Accounting
- ACL Certified Data Analyst
- Member of American Institute of Certified Public Accountants
- Member of Texas Society of Certified Public Accountants
- Member of Texas ACL User Group
- Associate Member of Government Finance Officers Association of Texas
- Member, Special Review Committee of GFOA

Representative Clients

- Greater Houston Convention and Visitor's Bureau
- Texas NICUSA LLC
- City of Houston
- City of Houston Public Works and Engineering Department
- City of Houston's Solid Waste Management Department
- City of Glenn Heights
- Victoria WLE, LP
- TASB Purchasing Co-Operative
- Naterra International LLP
- Heritage Plastics



MARLON WILLIAMS, CPA | Engagement Partner

- Presentation Technologies
- City of Houston, Texas
- Town of Prosper
- Cancer Prevention & Research Institute of Texas
- Cedar Bayou Navigation District
- Coastal Water Authority
- Gulf Coast Community Protection & Recovery District
- Houston Civic Events
- Houston Downtown Management District
- Houston Housing Finance Corporation
- Houston Redevelopment Authority
- Hou-Tex Redevelopment Authority
- South Post Oak Redevelopment Authority
- Texas Heart Institute

Continuing Professional Education

- GAQC Annual Update Webcast
- GASB – The Current State of Affairs and Looking Forward
- What’s New at the Federal Clearinghouse
- Jumping into the Uniform Guidance Requirements
- OPEB in Comparison to Pensions
- Fraud Risks in the State and Local Governmental Environment
- Audit Risks of Cybersecurity
- What’s New with the Auditing Standard Setters
- Fair Value
- Tips for Conducting an Efficient Single Audit
- Sampling in a Governmental Environment
- OMB Compliance Supplement and Single Audit Update
- GAQC – Preparing for a Single Audit: An Auditee Perspective
- Governmental Accounting Update
- Improving Federal Financial Transparency
- Auditing Requirements of the New OMB Uniform Guidance
- GASB’s Recently Issued/Currently Effective Standards
- What’s New from the Audit Standard Setters: News from ASB and GAO
- Uniform Guidance Cost Principles
- Forensic Audits: If You Suspect Fraud What Do You Do?
- Attestation Standards: Yes, This Applies to You!
- Auditing Pensions
- Using Data Analytics in Audits
- TASBO Conference 2016
- TABSE Conference
- 2nd Annual Dallas IIA Super Conference
- ACL Connections 2014
- ACL Connections Conference 2013
- Advanced Government
- Attestation Standards Yes this applies to you



MARLON WILLIAMS, CPA | Engagement Partner

- Auditing Efficiently in the Governmental Environment
- Auditing Pensions New Guide Chapter
- Auditing Requirement of the New OMB Uniform Guidance
- CCH User Conference
- Discussion from AICPA Chair
- Ethics for Texas
- Ethics Standards for Texas CPAs
- FASB deep dive
- Forensic Audits If you Suspect Fraud What to Do
- Fraud in Government Entities
- GASB Recently Issued and Current Effective Standards
- GASB Update
- Governmental Accounting Standards Update
- How to Automate your Workflow
- Improving Federal Financial Transparency
- Independence Requirements for CPAs
- Independence Training
- New from the Audit Standard Setters
- New revenue recognition standard
- Revenue Recognition and Audit Training
- Uniform Guidance Cost Principles
- Using Data Analytics in Audits



Texas State Board of Public Accountancy

William Treacy, Executive Director

Individual Licensee - WILLIAMS, MARLON B

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Certificate last name

WILLIAMS

Contact Information (most recent)

11339 GRACELAND LN
FRISCO TX 75034

Date certified/registered

09/01/1998

License expiration date

12/31/2019

Status

Issued (Current)

Employment areas most recently reported

Full time

PARTNER - IN TEXAS

Part time

PARTNER - IN TEXAS

Firms in which the individual is a partner, shareholder, owner, officer, director, or resident manager

NO OWNERSHIP REPORTED

History of Board actions

NO DISCIPLINARY HISTORY



GORAN MEI, CPA Engagement Manager	
Summary of Qualifications	
<p>Mr. Goran Mei, has over 7 years of public accounting experience, will serve as an Audit Manager responsible for overseeing planning, fieldwork and reporting on this proposed engagement with ACCD. He will direct the work of staff and senior auditors, instruct staff and senior auditor in performance of their assigned work and review the work done by staff and senior auditor.</p> <p>Mr. Mei has conducted multiple audits that were performed in accordance with auditing standards generally accepted in the United States of America. His experience includes IPO audits, SEC audits and reviews, SOX reporting, non-public company audits, and employee benefit plan audits, with clients from industries of oil and gas, manufacturing, technology and communication.</p>	<ul style="list-style-type: none">• Certified Public Accountant• Over 7 years of experience in public accounting• Experienced in IPO audits, SEC audits and reviews, SOX reporting, and employee benefit plan audits• Experience with a wide range of private and public sector clients• Excellent leadership and communication skills
Education Qualifications Affiliations Professional Accomplishments	
<ul style="list-style-type: none">• Tulane University, A. B. Freeman School of Business, MBA• Guangdong University of Foreign Studies, China, Undergraduate Degree, Business English	
Representative Clients	
<ul style="list-style-type: none">• 4-Families of Houston, Inc.• BJ Services, LLC• ENGIE, N.A.• G & H Diversified Mfg., L.P.• Grand Oak Capital Partners, LP• GTM International, LLC• Gulfstream Trading Ltd.• Lawford Investment Holdings• Perspecta Inc.• Renaissance Physician Organization LLC• Silver Eagle Distributors, L.P.• Spectra Energy Corp• Valley Organized Physicians LLC• Settlement Facility - Dow Corning Trust• Galway Capital, L.P.• Victoria WLE, L.P.• Association for the Advancement of Mexican Americans	
Continuing Professional Education	
<ul style="list-style-type: none">• New Uniform Guidance Audit Requirements• Accounting & Auditing Update• 10K Workshop• Internal Control: COSO, the Green Book, and More• Tips and Tricks on Excel	

GORAN MEI, CPA | Engagement Manager

- QC and Best Practices, Analytical Procedures (Planning and Substantive)
- EBPAQC 11-K Audit Live Forum Webinar
- Investments Valuation
- SSARS 21 Training
- Avoiding Common Deficiencies In Yellow Book Single Audits
- EBP Audit Project Management
- EBP Understanding TPA Portal Websites
- EBPAQC 2016 Managers & Supervisors Planning Live Forum 2016
- Pre-engagement Activities and Audit Planning
- Form 5500 and Preparing Working Trial Balance
- Basics of H&W Plan Audits
- Accounting Research Manager Basic
- EBP Refresher and Brain Storming Training, Session 1
- EBP Refresher and Brain Storming Training, Session 2
- SSAE 16 Review Process of the SOC Review Part 3
- 2016 OMB Compliance Supplement and Single Audit Update
- The Importance of Planning in an Audit
- Roundtable Discussion: Audit Documentation
- Drafting Reviewing FS, Required Supplementary Info & Auditors' Report
- How to Set Up Audit Expectation
- AICPA EBP Accounting, Auditing and Regulatory Update
- Journal Entry Testing
- 2017 Independence Training
- EBP - A Look from the Inside Out
- 2017 EBPAQC 11-K Audit
- EBPAQC 2017 Managers and Supervisors Audit Planning
- ASU 2015-12 Practical EBP Implementation Issues: EBPAQC Audio Webcast
- EBP Refresher and Brainstorming Training
- EBP H&W Plan Audits - Part 1
- EBPAQC Multiple Employer Plan Audits Webinar
- AICPA Mandatory EBPAQC Designated Partners 2018 Audit Planning Attendees
- Mandatory EBPAQC Designated Partners
- AuditWatch Level 4: Experienced In-Charge Training
- 2018 11-K Audit Live Forum Webinar
- 401(k) errors and corrections
- Opening Remarks & Transform Tomorrow: Awakening the Super Saver in Pursuit of Retirement
- Washington Regulatory Update with Key Players from the DOL and IRS
- Healthcare
- A&A Update
- Non-cash Employer Contributions
- Creating Cultures of Leadership and the Power of "Lollipop Moments"
- Derivatives
- A&A for Plan Mergers and Terminations: What You Need to Know to Get Out of the Game
- Common Prohibited Transactions
- Accounting and Auditing for ESOPs
- Ask the Regulators
- Ask the DOL
- Audit and Accounting for Investments



GORAN MEI, CPA | Engagement Manager

- AICPA Update
- Revenue Recognition (FASB ASC606) Practical Implementation Advice and Illustrations
- Panel Discussion with Technical Issues Committee
- ENGAGE KEYNOTE: Eyewitness to Power: Leadership in America
- Auditing the Implementation of the New Revenue Recognition Standard
- Trends in Litigation Against Accounting Firms
- FASB Update
- FAQ Session – Pt.2 Audit, Attest, Compilations, Reviews, Preparations
- Transform the Status Quo of Your Audit & Advisory Workflow – Presented by Wolters Kluwer
- Performing Analytical Procedures in Review Engagements
- Implementing a Control Reliance Strategy in Private Companies
- Private Company Financial Reporting Town Hall Part 1
- Private Company Financial Reporting Town Hall Part 2
- Bonus Keynote Session: Master the Business Grind: Tony Hawk's Tips and Tricks Brought to You
- ENGAGE KEYNOTE: Go Beyond
- Advanced Blockchain Concepts and the Impact on the Profession
- New Lease Standards – Tools – Part 2
- PCAOB Audit Standards Training Part 1
- PCAOB Audit Standards Training Part 2





CARLOS GONZALES | Audit Supervisor

Summary of Qualifications

Mr. Carlos Gonzales, has over six years of audit and accounting experience and has served as InCharge auditor for large and small public and private companies across many sectors, including energy, investment, oil-field services, and technology. He will ensure that the work is performed in a manner that is satisfactory to ACCD.

Mr. Gonzalez experience encompasses developing and implementing procedures that assist clients with proper reporting of financial information, improvements in internal controls, enhancement of operating efficiency, compliance with regulations, and becoming more familiar with relevant accounting standards and regulatory requirements. He also understands the importance of meeting engagement deadlines and clients' expectations and objectives

- Over 6 years of experience in public accounting
- Experience with a wide range of private and public sector clients
- Excellent leadership and communication skills

Education | Qualifications | Affiliations | Professional Accomplishments

- University of Houston, Master of Science in Accountancy
- University of Houston, Bachelor of Business Administration in Accounting and Management Information Systems
- Passed all CPA exams in 2019, awaiting license

Representative Clients

- Aramark S&E/QCF JV
- SMTP/SharpSpring
- G&H Manufacturing
- Gulf Coast Community Services Association
- Settlement Facility – Dow Corning Trust
- StarPort NASA Exchange
- Premier Learning Academy
- Sacramento Job Corps
- American Bureau of Shipping
- Sulzer Pumps
- Genesis LLC
- Ciena Corporation
- METRO
- FloWorks
- Southwest Gas Corporation
- Baker Ripley

Continuing Professional Education

- New Uniform Guidance Audit Requirements
- Accounting & Auditing Update
- Accounting for Deferred Income Taxes
- Audit of Property, Plant & Equipment & Tangible & Other Assets and Inventories
- SSAE 16 SOC Reports – An Introduction
- Internal Control: COSO, the Green Book, and More

CARLOS GONZALES | Audit Supervisor

- 11-K Audit Live
- Quality Control and Best Practices
- SSARS 21 Training
- 2016 Government Audit Quality Center Annual Webcast
- Government Audit Quality Center – Preparing for Single Audit: An Auditee Perspective
- Investment Training – Net Asset Value vs Fully Benefit Responsible Investment Contract
- IT Security Awareness
- 2016 OMB Compliance Supplement & Single Audit Update
- How to Setup Audit Expectations
- AICPA – Sampling
- Independence
- Major Program Determination
- ACL – Analytics
- GASB 75
- Leases
- AuditWatch – In-Charge training
- AuditWatch – In-Charge training
- IT Security Awareness
- Top 5 Internal Control Pitfalls
- 11-K Audit Update
- AICPA Conference – Blockchain, the New Technology: Stay Ahead of the Game
- AICPA Conference – Learning to Hedge Your Bet Against the Challenges of Auditing in an Electronic Environment
- Accounting and Auditing Update
- Creating Cultures of Leadership and Power of “Lollipop Moments”
- Derivatives
- Accounting and Auditing Update
- Ask the Regulators
- Audit and Accounting for Investments
- SSAE 16 / Service Organization Control Reports
- Independence
- Financial Statement Preparation
- PCAOB Training
- GFOAT Conference: GASB on the Horizon
- GFOAT Conference: Employee Benefits
- GFOAT Conference: Update on the Texas Economy
- GFOAT Conference: GASB Update
- GFOAT Conference: Single Audit/Grant Administration
- GFOAT Conference: AICPA / Yellow Book Review – New & Improved
- GFOAT Conference: AICPA Audit Update
- GFOAT Conference: 4th Dimension Servant Leadership
- Investment Training Leases
- Audit Documentation
- Understanding the Changes to Yellow Book Independence
- 11-K Audit Webinar
- GASB Leases Training
- A CPA’s Guidebook for Ethical Behavior for Texas CPAs



4/17/2019

Texas State Board of Public Accountancy - Exam Candidate Menu



Texas State Board of Public Accountancy
William Treacy, Executive Director

GONZALEZ-SIERRA, CARLOS IVAN - Exam Candidate
Exam Candidate Menu

Total Credits: 4 - CPA Certification in Process

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Select a Menu Item

Rules of Professional Conduct Exam

No Exam available
Exam History

Your Status

Review your Identifying Information
Review your CPA Examination Qualification
Review your Candidate ID Card Information
Review your CPA Certification Qualification

Testing Information

Review your CPA Examination Testing Activities, Scores, and Credits
Review your CPA Examination History
CBT Eligibility Application (apply online)
You have credit or have applied for all sections

Your Profile

Review and Change your Contact Information
Review Instructions for Changing your Name
Change your Password
Change your Security Question

<https://www.tsbpa.texas.gov/php/fpl/exmcndmenu.php>

1/1



OUR COMMITMENT

“Our commitment”



McConnell & Jones LLP has a straightforward goal; to deliver quality professional audit services in a timely manner and with excellent customer service. We want to earn the right to do business with **Austin Convention Center Department** and to build a viable relationship as the audit and tax services provider you can count on for objectivity, reliability and experience.

Warmest regards,

McConnell & Jones LLP

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Lynnette Hicks, 512-974-3349	PM Name/Phone	Michelle Gizelbach, 512-404-4054
Sponsor/User Dept.	Austin Convention Center	Sponsor Name/Phone	Kelly Rodriguez, 512-404-4351
Solicitation No	RFQS 8200 LNH4001	Project Name	Auditing Services
Contract Amount	\$60,000	Ad Date (if applicable)	3/25/19
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Professional services from a Certified Public Accounting firm(s) to provide auditing of financial statements, reports on Agreed-upon procedures and other auditing services.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
A previous solicitation RFQS 8200 TLG0500 was issued on 5/19/14 and goals were not assigned. Subconsultants were not utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91804 - 100%			
Lynnette Hicks		3/4/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY		
Date Received	3/5/2019	Date Assigned to BDC
3/5/2019		
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:		
<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input checked="" type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 16 MBE's and 7 WBE's available

Subcontracting Opportunities Identified

No Subcontracting Opportunities

Keisha Houston-McCutchin

SMBR Staff

[Signature]

Signature/ Date

3-8-19

SMBR Director or Designee

[Signature]

Date

3-11-19

Returned to/ Date: