

**Fannin County, Texas  
Request for Proposals  
Financial Audit Services**

**SECTION 1- GENERAL INSTRUCTIONS AND INFORMATION**

**1.01 THE PURPOSE OF THIS DOCUMENT IS TO** contract for financial audit services for a five(5) year period with an option to renew for two (2) additional one-year terms at the discretion of the Commissioners Court. It is Fannin County's intent to obtain proposals from and the services of a qualified, certified public accountant with extensive experience in performing financial audit services for government agencies.

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

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

Alicia R. Whipple  
Fannin County Auditor  
Bonham, Texas 75418  
903-583-7451

**1.03 SUBMISSION:** Sealed proposals shall be received by October 2, 2024 no later than 3:00 p.m.

Mark Envelope: RFP1024- FINANCIAL AUDIT SERVICES

RETURN PROPOSALS TO: FANNIN COUNTY AUDITOR'S OFFICE  
101 East Sam Rayburn Dr.  
Suite 301  
Bonham, TX 75418 or email  
[purchasing@fanninco.net](mailto:purchasing@fanninco.net)

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

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

Fannin County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER".

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

**1.06 LATE PROPOSALS:** Proposals received in the County Auditor’s Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamped by Auditor’s Office shall be the official time of receipt.

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

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

**1.09 ACKNOWLEDGEMENT OF PROPOSALS:** Proposals will be opened in the conference room located on the second floor of Fannin County Courthouse, October 2, 2024 at 3:00 p.m. Audit Firm representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing Audit Services and kept secret during the negotiation/evaluation process.

All proposals shall be opened for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by service provider as such.

## **SECTION 2 –SPECIFIC REQUIREMENTS**

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

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

30% - The firms experience in providing audits and single audits of governmental entities as described in the scope of services.

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

20%-References and recommendations from past clients

20% Audit strategy.

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

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

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

A. Transmittal Letter – A brief introductory letter of representation. Briefly state your understanding of the work to be performed and make a positive commitment to perform the work within the time period. State the names of persons authorized to make representations for the firm, their titles, addresses, and telephone numbers.

B. Executive Summary—A brief summary highlighting the most important points of the proposal. Describe the scope of the required services. The firms specific audit approach should be set forth in the proposal and should include an explanation of the audit methodology to be followed.

C. Peer Review—Audit Firm should include a report on the results of the firm’s most recent Peer Review as required by the AICPA and Government Auditing Standards. The report should state whether the Peer Review included a review of government audits.

D. Degree of Compliance – a statement that all services quoted in proposal are in full accord with the specifications or a brief listing of all those specifications sections to which the service provider takes exception.

E. Proposal Pricing – Summarize the work plan to accomplish the scope defined in the guidelines stated herein and the maximum fee for which the requested work will be done for each fiscal year in the initial term. Also indicate what methods would be used to calculate the costs for future optional terms. Include detail of price including the number of staff and staff hours that will be committed to the audit. Cost estimates should be submitted on the Cost Estimate Sheet included in this request for proposal.

F. Explanations and Exceptions—Included explanations, exceptions, comments, etc., that you consider necessary pertaining to the specific sections of the specifications. All comments shall be listed and numbered in the order of the respective article of the specification.

G. Description Literature—Illustrative or descriptive literature, brochures, specifications, etc. that provide additional service information with regard to issues addressed in other areas of the service providers proposal.

H. Background Information—this section should include a description of the service experience with other services similar to the one described herein. At a minimum, include:

1. Briefly describe the firm, location, and range of activities engaged in the practice of public accountancy.
2. Confirm that audit firm is certified as public accountants presently engaged in the practice of public accountancy.
3. Affirm that service providers are independent;
4. Include information, which attest to the service providers auditing experience, particularly in auditing Counties in Texas. Specifically, include a reference list of local government audit clients as described below; and,
5. Include the names, qualifications and a brief resume of each individual who will be assigned to the audit for the County. At least one (1) certified public accountant is required. At a minimum, resumes should include:
  - A. A. The amount of experience the individual has in the auditing profession.

- B. A summary of similar audits on which the individual has worked; and
- C. A summary of continuing professional education the individual has completed in governmental accounting and auditing during the last two (2) years.
- I. **References** –Audit firm shall submit with the proposal a list of at least three (3) references where like services have been performed by their firm as required on the attached Vendor Reference Form. Included name of client, address, telephone number and name of representative.
- J. Affidavit- Service provider shall complete and submit with the proposal the Bid Proposal Affidavit provided as part of this request for proposal.

**2.04 Term:** The initial term of the contract shall be for a five (5) year period from date of award with an option to renew for two (2) additional one-year terms at the discretion of Commissioners Court.

**2.05 Audit Firms Responsibility:** It is the responsibility of each provider before submitting a proposal.

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

### **SECTION 3 - SCOPE OF SERVICES**

#### **3.00 NATURE OF SERVICES REQUIRED**

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

B. The audit should be made in accordance with:

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

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

D. The audit must be completed in time to allow submission of financial statement for continuing disclosure requirements. Preferred start date for audit fieldwork is on or about February 1. Target date for issuance of financial statement by County is March 5. **Completion of audit by CPA firm for Fannin County shall be no later than March 30<sup>th</sup>. Hard copies and a .pdf version of the audit report shall be delivered to Fannin County by the required date.**

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

### **3.02 ADDITIONAL INFORMATION**

A. The majority of the fieldwork for the County's independent audit will be conducted in the office of the County Auditor. The County Auditor will coordinate the audit for the County. Workspace for audit staff will be provided in the Fannin County Courthouse. Records and documents to be audited are located at the County Auditor's Office.

B. Financial reports should be prepared and printed by the Audit Firm.

C. The County's 2024 budget is \$ 39,293,868. The General Fund budget is \$16,185,307. We maintain over 20 Special Funds which include a Debt Service Fund.

D. A single audit of grants must be performed in conjunction with the financial audit. A copy of the previous year's Schedules of Expenditures of Federal Awards, Accompanying Notes and Schedule of Prior Audit Findings is included.

E. The County is structured so that cash collections are decentralized. There are multiple cash collection points throughout the County. There are no known material weaknesses in the County's system of internal control.

F. Fannin County employees participate in the Texas County and District Retirement System, a deferred compensation plan and a tax-free benefit plan.

G. There are no anticipated problems with the implementation of new pronouncements of the Governmental Accounting Standards Board (GASB).

H. Prior year reports and management letters are on file for review upon request in the County Auditor's Office 101 East Sam Rayburn Dr., Suite 301, Bonham, TX.

I. Fannin County's payroll was managed by the County Auditor's office with 144 employees on monthly basis and in includes up to 8 payroll deductions.

J. Schedule of attachments to this Proposal:

1. Fannin County Organization Chart
2. Single Audit Schedule of Expenditures of State and Federal Awards.
3. 2023 Audit

## SECTION IV—GENERAL CONTRACT TERMS AND CONDITIONS

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

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

**4.02 CONFIDENTIALITY:** All information disclosed by Fannin County to the successful service provider for the purpose of the work to be performed or information that comes to the attention of the successful Audit firm during the course of performing such work is to be kept strictly confidential.

**4.03 ADDENDA:** Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Fannin County Judge. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. All change orders to the contract will be made in writing by the Fannin County Judge.

**4.04 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Fannin County Judge.

**4.05 ASSIGNMENT:** The successful service provider shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without written consent of Fannin County Commissioners' Court.

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

**4.07 SUBMITTAL OF CONFIDENTIAL MATERIAL:** Any material that is to be considered as confidential in nature must be clearly marked as such by the service provider and will be treated as confidential by Fannin County.

**4.08 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE AUDIT FIRMS:** A prospective Audit Firm must affirmatively demonstrate their responsibility. A prospective service provider must meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required.
- B. Be able to comply with the required or proposed delivery schedule.
- C. Have a satisfactory record of performance.
- D. Have a satisfactory record of integrity and ethics.
- E. Be otherwise qualified and eligible to receive an award.

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

**4.09 INDEMNIFICATION:** Successful service providers shall defend, indemnify and save harmless Fannin County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful audit firm, or of any agent,

employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful service provider shall pay judgment with cost, which may be obtained, against Fannin County growing out of such injury or damages.

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

**4.11 PATENT/COPYRIGHTS:** The successful audit firm agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

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

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

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

Either party may terminate this contract with thirty (30) day written notice prior to either party stating cancellation. The successful Audit Firm must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly address on the affidavit for the contractor or to the Fannin County Judge, 101 East Sam Rayburn Dr. Suite 214, Bonham, TX 75418

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

**4.14 INVOICES:** Invoices shall be mailed directly to:

Fannin County Auditor  
101 East Sam Rayburn Dr.  
Suite 301  
Bonham, Texas 75418

The invoices shall show:

1. Accounting firm name and address;
2. Detailed breakdown of all charges for the services delivered, stating the applicable period of time.
3. Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

**4.15 PAYMENT:** Payment will be made upon receipt and acceptance by the County of all completed services and or/product ordered and receipt of valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Audit firm is required to pay subcontractors within ten (10) days.

**4.16 FUNDING:** Funds for payment have been provided through the Fannin County budget by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Fannin County fiscal year shall be subject to budget approval.



**FANNIN COUNTY, TEXAS  
REQUEST FOR PROPOSALS  
FINANCIAL AUDIT SERVICES**

**COST ESTIMATE SHEET  
THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL**

**AUDIT FIRM:** \_\_\_\_\_

**FANNIN COUNTY AUDIT**

**MAXIMUM FEE:** Fiscal Year ending September 30, 2024 \_\_\_\_\_  
Fiscal Year ending September 30, 2025 \_\_\_\_\_  
Fiscal Year ending September 30, 2026 \_\_\_\_\_  
Fiscal Year ending September 30, 2027 \_\_\_\_\_  
Fiscal Year ending September 30, 2028 \_\_\_\_\_

Indicate the methods that would be used to calculate costs for future optional terms. Include detail of price including the number of staff hours that will be committed to the audit.

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**NOTE: Proposals not accompanied by this Cost Estimate form will not be considered.**

## VENDOR REFERENCES

Please list three (3) references of current clients who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

### REFERENCE ONE

Government/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Period and Title: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Period and Title: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Period and Title: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**NOTE; PROPOSALS NOT ACCOMPANIED BY THIS VENDOR REFERENCE FORM WILL NOT BE CONSIDERED.**

**BID PROPOSAL AFFIDAVIT**

The undersigned certified that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Audit Firm agrees to furnish any and /or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the invitation to bid. The period of acceptance of this bid proposal will be sixty (60) calendar days from the date of the bid opening.

**STATE OF TEXAS**

**COUNTY OF FANNIN**

**BEFORE ME.** The undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who, after being duly sworn, did depose and say: "I \_\_\_\_\_, am a duly authorized officer or agent for \_\_\_\_\_, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the forgoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Audit Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_  
(Type or Print Name)

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

SUBSCRIBED AND SWORN to before me by the above named on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

**NOTE: Proposals not accompanied by this Affidavit will not be considered.**

The Texas legislature passed House Bill 1295 that went into effect January 1, 2016. It required contracts that are approved by Commissioners' Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form\\_1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm)

**Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel: and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.****

## Fannin County

### House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business name) \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

\_\_\_\_\_  
 DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

**Prohibition of Contracts Discriminating Against Energy, & Energy Company  
Boycott Verification Form**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- 1. does not boycott energy companies currently; and
- 2. will not boycott energy companies during the term of the contract.

**Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:**

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

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

**EXCLUSION FROM CHAPTER 2276 OF THE TEXAS  
GOVERNMENT CODE**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2276 because the contract in question.

\_\_\_\_\_ will be in a governmental entity and a company with fewer than 10 full-time employees;

\_\_\_\_\_ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

\_\_\_\_\_ will be a governmental entity and a sole proprietor.

Please check exceptions, if any, which apply to the potential between Fannin County and the Company.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

**Firearm Verification Form**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- 1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- 2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:**

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

**EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- \_\_\_\_\_ will be between a governmental entity and a company with fewer than 10 full-time employees,
- \_\_\_\_\_ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- \_\_\_\_\_ will be between a governmental entity and a sole proprietor; or
- \_\_\_\_\_ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, which apply to the potential contract between Fannin County and the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

