SOLICITATION, OFFER AND AWARD

City of Buda
Purchasing
121 Main St.
Buda, Texas 78610

Solicitation No. RFP 16-009 **Auditing Services**	☐ Invitation for Bid (IFB) ☒ Request for Proposal (RFP)		Date Issued: July 26, 2016

SOLICITATION — Page 1 of 20 Pages

Proposers must submit sealed proposals in duplicate signed original, two copies and one CD/thumb drive.
Proposals will be received at the office of the City Administrative Assistant at the address shown above until: 10:00 a.m. on July 28, 2016.
Proposals received after the time and date set for submission will be returned unopened.

For Information Call: Kim LaPointe (NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)	Phone No.: (512) 523-1015 **Email klapointe@ci.buda.tx.us**	Fax No.: (512) 312-1889

5% Proposal Bond Required: ☐ YES ☒ NO (If YES, See Para 4(d) of Terms and Conditions)

100% Performance Bond Required: ☐ YES ☒ NO (If YES, See Para 4(d) of Terms and Conditions)

OFFER (Must be fully completed by offeror)

Prompt Payment Terms: ___% Discount if paid within ____ days.

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered At the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

FOR INFORMATION, CONTACT THE PERSON ABOVE.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Submit Signed Offers in Duplicate Original		**Proposer E-Mail Address:** rbelt@txauditors.com	
Name Belt Harris Pechacek, LLLP And 3210 Bingle Road, Suite 300, Houston, Texas 77055 Address of Offeror		Name and Title of Person Authorized to Sign Offer (Type or Print): Robert Belt - Managing Partner	
Signature:	Date: August 15, 2016	(713) 263-1123 Phone No.:	Fax No.: (713) 263-1550

Name, Address and Telephone No. of Person authorized to conduct negotiations on behalf of Offeror. (Applies to Request for Proposal only)	Robert Belt - Managing Partner 3210 Bingle Road, Suite 300, Houston, Texas 77055 (713) 263-1123

AWARD (To be Completed by CITY)

Contract #	Awarded as to item(s):	Contract Amount:
Vendor Code #:		Delivery Date or Term of Contract:

Remarks:

This contract issued pursuant to award made by City Council. Date: Agenda Item No.:

Important: Award may be on this form or by other authorized official written notice.

_____ _____
Kenneth Williams, City Manager **Date**

_____ _____
Attest; Alicia Ramirez, City Secretary **Date**

TERMS AND CONDITIONS FOR SOLICITATIONS

APPLICABLE TO:
REQUEST FOR PROPOSAL (RFP)

PAR. PROVISION

1. Instructions to Bidders
a. Examine Specifications
b. Investigate Conditions
c. Legal Requirements
d. Use of IFB/RFP Forms
e. Unit Price vs Extensions
f. Alternate Offers
g. Delivery Time
h. Taxes
i. F.O.B. Point
j. Bidder Responsiveness

2. Bidder's Certifications/Agreements
a. Delinquent Tax/Bankruptcy
b. Copyrights/Patents
c. Employment Practices
d. Substitute Brand Bid
e. Bid Price Held Firm
f. Amount of Liquidated Damages
g. Contingency Fees
h. Collusion
i. Overcharges

3. Description of Supplies
a. Non-restrictive Specs
b. Catalog references
c. "Or Equal"
d. New Unused Items

4. Submission of Bids
a. Sealed Envelope/Labeling
b. Telegraphic Bids/Mods
c. Signature on Bid
d. Bid Bond/Performance Bond
e. Withdrawal of Bids
f. Late Bids/Mods
g. Solicitation Clarification
h. Prompt Payment Discounts

5. Terms and Conditions
a. Payment Form
b. Prompt Payment Act
c. F.O.B. Point
d. Variation in Quantity
e. Inspection and Acceptance
f. Warranties and Guarantees
g. Officials Not to Benefit
h. Gratuities
i. Assignment of Claims
j. Novation Agreements
k. Force Majeure
l. Protests, Disputes and Appeals
m. Termination for Default
n. Public Interest Termination
o. Contract Construction
p. Pre-Award Survey
q. Anti-Lobbying

6. Award of Contract
a. Award Criteria
b. "All or None" Bids
c. Rejection of Bids
d. Factors for Award
e. Tie Breaker
f. Local Preference

"BID" AND "BIDDER" ARE USED TO REFER TO AN OFFER IN RESPONSE TO AN RFP AS WELL AS A BID IN RESPONSE TO AN IFB.

1. INSTRUCTIONS TO BIDDERS

(a) Thoroughly examine the drawings, specifications, schedule, instructions, and all other solicitation documents.

(b) Make all investigations necessary to be familiar with conditions that affect the bid, such as but not limited to, plant and facilities for delivery of material and equipment. No plea of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of CITY or changing the compensations due.

(c) CITY contracts are subject to all legal requirements of CITY, state or federal statutes and regulations. Laws of the State of Texas apply.

(d) Provide all required information on the forms furnished in the IFB/RFP. Print or Type name on bid and **MANUALLY SIGN ALL COPIES IN THE SPACE AND ON THE FORMS PROVIDED**. **Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, offeror affirms that no alteration of any kind has been made to this solicitation.**

(e) Provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

(f) Alternate Bids cannot be considered unless specifically invited and authorized by the IFB/RFP.

(g) Show your proposed delivery time. Include weekends and holidays in counting days or months.

(h) Do not include federal taxes or State of Texas limited sales excise and use taxes in bid prices since CITY is exempt from payment of these taxes. (Sec 151.309 Tax Code)

(i) Include cost of freight to destination(s) shown in the unit price in your bid. Only FOB destination bids will be considered.

(j) All bids must be current and final at the time of opening in order to be considered responsive. No bid will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding matter, including, but not limited to, any review, certification, or approval by any party that has not been received.

2. BIDDER'S CERTIFICATIONS/AGREEMENTS - By submission of a bid:

(a) You certify that you are a duly qualified, capable, and otherwise bondable business entity. You further certify that the

Company, Corporation or Partnership does not owe any back taxes within CITY. No award will be made to a firm owing back taxes within the CITY. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of this contract.

(b) You warrant that all applicable patents and Copyrights which may exist on items bid have been adhered to and further, you warrant that CITY shall not be liable for any infringement of those rights. Such rights granted CITY shall apply for the duration of the contract or for the life of the equipment or supplies purchased. CITY agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than CITY employees for official use as described in this contract. CITY will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.

(c) You warrant that upon execution of a contract with CITY you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, or national origin and will submit reports as CITY may require to assure compliance. Furthermore, CITY, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with CITY shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all of the citizens of CITY.

(d) You certify that any substitute brand bid upon matches the performance and essential characteristics of the item in the purchase description and agree to replace it in the event it does not conform. All information, brochures, specifications, etc., necessary to determine the alternate item conforms to that stated in the purchase description must be submitted with each offer.

(e) You warrant that the offered price will be held firm and subject to acceptance by the CITY Council for a period of Sixty (60) calendar days from IFB opening/RFP closing date, or such longer period indicated in your offer.

(f) CITY is a government agency engaged in public projects where damages caused by breach of contract are difficult or impossible to measure. Awardee agrees that the amount of the bond is the amount of damage, except that if in the opinion of the City Council, the failure to perform terms of the contract is the result of acts or events over which you have no control the BOND in whole or in part may be returned to you at the City Council's sole discretion.

(g) You warrant that you employ or retain no one or no agency to solicit or secure this contract where you have agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for CITY to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.

(h) You affirm that any response has not included any preparation in collusion with any other bidder, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

(i) You hereby assign to CITY any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. DESCRIPTION OF SUPPLIES:

(a) Intent is to solicit bids on common commercially available items rather than restrictive specifications. See 4.g. for method and timing required for any request for clarification or objection to the solicitation.

(b) Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Offerors are required to state exactly what they intend to furnish, otherwise they shall be required to furnish items as specified.

(c) The term "Or Equal", if used, identifies a commercially produced item which has all the essential performance characteristics of the Brand Name stated in the item description. Bids/proposals submitted on an OR EQUAL item must identify the Brand Name and Model Number offered. If no entry is made in the "BIDDING ON" blank after each item, the bidder must provide the exact brand name and model number specified in the item description.

(d) Offered material must be new and unused unless otherwise specified in the solicitation. Remanufactured or reconditioned does not qualify as new.

4. SUBMISSION OF BIDS:

(a) Deliver your bid, or changes to bids, in SEALED ENVELOPES addressed to the CITY Secretary. NAME AND ADDRESS OF BIDDER, DATE OF BID OPENING/RFP CLOSING, MATERIAL OR SERVICES BID ON, and IFB/RFP NUMBER must be placed on the outside of the envelope.

(b) Submit signed offers in TRIPLICATE ORIGINAL (unless otherwise indicated) on the FORMS PROVIDED. **ALL COPIES MUST BE MANUALLY SIGNED. Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, offeror affirms that no alteration of any kind has been made to this solicitation.** Modifications to offers on IFBs/RFPs will be accepted by telegraphic notice or fax up to time for IFB opening/RFP closing and modifications to the solicitation may be distributed in that manner. Specific prices offered must not be exposed in telegraphic modifications.

(c) An authorized official of the firm must print or type his name and **MANUALLY SIGN THE BID**.

(d) If the block is marked on page one for Bid BOND and Performance BOND, the following applies:

(i) You must submit a Bid BOND equal to Five (5) percent of the amount of your offer.

(ii) Bid BOND must be in the form of a SURETY BID BOND executed with a Surety Company authorized to do business in this State, or a cashier's check or certified check, and MADE PAYABLE TO CITY OF BUDA.

(iii) The Bid BOND must be submitted with your offer. Within Ten (10) days of award, it will be returned to you, if you are the unsuccessful offer. If you are the awardee, it will be held until a performance BOND is received as explained below.

(iv) Awardee must provide a performance BOND to the CITY Purchasing Manager within Ten (10) days of notification of award of an RFP or within Five (5) days of notification of award of an IFB. BOND must be in an amount equal to the percentage shown on page 1 of the firm fixed quantity awarded, or of the estimated annual requirements if no firm fixed quantity is awarded.

(v) The performance BOND must be in the form of a Surety BOND, executed with a Surety Company authorized to do business in this State, and MADE PAYABLE TO BUDA.

(vi) Even though a contract may be awarded, no contract is deemed to exist until the proper performance BOND has been received.

(vii) At your request, the performance BOND shall be returned by CITY upon completion of the contract and final acceptance of all items on the contract.

(viii) If the awardee fails to perform any of the services required by the contract within ten days of receipt of written demand for performance from CITY or if the awardee fails to correct or replace defective goods or products within ten days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the BOND by CITY for LIQUIDATED DAMAGES.

(e) Bids may not be withdrawn after the time set for the IFB opening/RFP closing, unless approved by the City Council.

(f) Your offer (IFB or RFP) or a modification to your offer is LATE if received after the time set for bid opening and shall be returned unopened and shall not be considered.

(g) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the CITY Purchasing Manager on or before Ten (10) days prior to scheduled opening of bids. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of a modification to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.

(h) Prompt payment discounts WILL NOT BE CONSIDERED in determining low bid and making award. Prompt Payment Discounts offered by bidder, and earned by the CITY, will be taken. For the purpose of computing the DISCOUNT PERIOD for payments, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by CITY prior to award of contract.

5. TERMS AND CONDITIONS:

(a) PAYMENTS shall be made by check or warrant by CITY upon satisfactory delivery and acceptance of items and submission of INVOICE to the address below for orders placed by the CITY Purchasing Manager, or as indicated on Delivery Orders placed by other authorized agencies.

FINANCE DEPARTMENT Phone No: 512-312-0084
121 MAIN STREET
BUDA, TEXAS 78610

(b) PROMPT PAYMENT ACT applies (Sec 2251 of Government Code) which provides payments be made within 30 calendar days. It provides an interest penalty added at time of payment for late payments, equal to the sum of (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Penalty does not apply if Federal Grant, Contract, Regulation, or statute prevents timely payments with federal funds. Vendors must pay their suppliers the same amount of interest on bills that miss the deadlines. Subcontractors must pay suppliers within 10 calendar days after payment is received by the subcontractor. Vendors must apply for interest payments if they believe interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later: Satisfactory and acceptable delivery or performance has been completed, or correct and proper invoice is received at the designated place. City has 21 days in which to notify vendor of erroneous invoice or shipment/services. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial payments will not be made unless specifically authorized in the contract.

(c) See para 1.(i) for F.O.B. terms. Title and risk of loss of the goods shall not pass to CITY until receipt and acceptance takes place at the F.O.B. point. Contractor will be responsible to deliver to the destination(s) shown in the schedule (or in more detail in resultant orders), unload, unpack or uncrate, set-up, and remove all cartons or packing materials from the final destination at his expense, as applicable.

(d) No VARIATION IN QUANTITY of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

(e) The agency receiving deliveries against this contract or issuing Delivery Orders shall INSPECT AND ACCEPT any and all deliveries made and reject those items which are damaged or which do not conform to Item Descriptions. The awardee shall be

responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

(f) Copies of WARRANTIES AND GUARANTEES equal to or better than those given the bidder's most favored customer shall be submitted to the Purchasing Manager at the address shown on Page 1.

(g) NO CITY OFFICER, EMPLOYEE OR ELECTED OFFICIAL SHALL BENEFIT from this contract. He/she may not hold a share or interest in its proceeds

(h) NO GRATUITIES (in the form of entertainment, gifts, or otherwise) may be offered or given by the Bidder or Awardee or any of his/her agents or representatives, to any CITY officer or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract, or to determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by the CITY, followed by an opportunity for a hearing. The facts of the City Council findings can be an issue for review by any competent court. Contractual remedies that apply to BREACH of contract apply if terminated under this provision. A penalty of exemplary damages, in an amount determined by City Council of not less than three nor more than ten times the cost incurred by the violator in providing any gratuity, in addition to any other damages to which CITY is entitled by law, is recoverable.

(i) In a contract award exceeding Five Thousand Dollars ($5000.00), you may ASSIGN PAYMENT to a bank, trust company or other financing institution, including any Federal lending agency by prior written approval and authorization from City Council through the CITY Purchasing Manager. Payment by CITY can be made only to one party. Assignments that do not conform to these terms will not be recognized. A fee of $100 will be charged, made payable to CITY, for administrative costs; then modification to the contract will reflect the payee change.

(j) If you change your name or ownership (NOVATION), notify the CITY Purchasing Manager immediately. The change must be approved by the City Council before any change can be recognized in the contract. A fee of $100.00 per contract, made payable to CITY, for administrative costs is required; then the contract will be modified to reflect the change.

(k) FORCE MAJEURE: Neither party can be held responsible for losses of any kind as a result of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.

(l) PROTESTS, DISPUTES AND APPEALS: A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before City Council and present evidence concerning their responsibility.

(i) Protest before award must be submitted in writing to the CITY Purchasing Manager and shall be heard by City Council prior to award.

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

(iii) The CITY Purchasing Manager shall act as the CITY representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the CITY Purchasing Manager shall be null and void.

(iv) The decision of City Council shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this CITY, and in accordance with the laws of the State of Texas.

(m) TERMINATION FOR DEFAULT: Termination for Default: Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the CITY may require corrective action within Ten Days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a Default of contract. The contractor shall be given a Thirty Day (30) period within which to show cause why the contract should not be terminated for default. City Council may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default, or show cause, shall be issued by the CITY Purchasing Manager, and all replies shall be made in writing to the CITY Purchasing Manager at the address shown on Page 1. Notices issued by or to anyone other than the CITY Purchasing Manager shall be null and void, and shall be considered as not having been issued or received. If defaulted, the contractor shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. CITY reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to CITY should it become necessary to contract with another source because of default, plus reasonable administrative costs and attorney's fees.

(n) If it is in the PUBLIC INTEREST TO TERMINATE the contract, the City Council reserves the right to do so. If terminated for the public good, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories. In the event CITY pays for supplies or materials, they shall become the property of CITY and shall be delivered to the FOB point shown in the contract, or as designated by the CITY Purchasing Manager. No anticipated profits are payable.

(o) CONTRACT CONSTRUCTION:

(i) Provisions Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this contract

in accordance with Government Code 311.001 et seq Code Construction Act. Wherever "CITY" is used herein, it is understood to mean "Buda, Texas".

(ii) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order: (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) Terms and Conditions of Request for Proposal/Invitation for Bid; (e) other provisions, whether incorporated by reference or otherwise.

(iii) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.

(iv) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.

(v) Terms addressed in the solicitation apply to the contract, as well.

(p) After IFB opening/RFP closing and prior to award, CITY reserves the right to make a PRE-AWARD SURVEY of any or all bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection with two (2) days advance notice. Failure to allow such an inspection is cause for rejection of bids as non-responsive. CITY reserves the right to reject facilities or equipment as a result of this survey. In addition, bidder's reputation relating to quality of performance may also be used for purposes of evaluating bidder's suitability for award of this solicitation. Additionally, you may be required to make appropriate financial data available for review. An acceptable review would result in the data being returned. Should the data be the basis for a determination of non-responsibility, then the data would be presented to City Council and filed for record.

(q) ANTI-LOBBYING PROVISION:

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Buda City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFPs.

6. AWARD OF CONTRACT:

(a) Award will be made to the responsible bidder who submits the lowest and best bid, or to the responsible offeror whose proposal is most advantageous to the CITY, price and other factors considered. When payments are to be made to the CITY, award will be made to the highest bidder/offeror. After approval by City Council, Award will be made by the CITY Purchasing Manager signing and attaching the award portion of the successful proposal and delivering it to the successful offeror. No contract exists until the signed document is delivered.

(b) CITY reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "ALL OR NONE" basis if wording in the bid so states and if all items solicited are included in the bid.

(c) CITY may reject a bid (or all bids) if not satisfactory to City Council. CITY also reserves the right to waive minor informalities or irregularities in any bid.

(d) Other factors may be considered in determining the successful bid when they are applicable, such as administrative cost for a multiple award calculated at $500 per award, cost of any test or inspections, cost of delivery to final destination under unusual circumstances, warrantees and guarantees, delivery or performance period, and ability to deliver or perform.

(e) Ties will be broken by consideration of delivery time or delivery schedule.

(f) Pursuant to Local Government Code §271.9051, the City of Buda has a local preference. This authorizes the municipality to enter into a contract with the lowest bidder or the bidder whose principal place of business is in the City of Buda if that local bidder is within five percent of the lowest bid price received from a bidder who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and the contract is less than $100,000. This provision does not prohibit the City of Buda from rejecting all bids.

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FAILURE TO COMPLETE AND RETURN THE PAGES MARKED WITH AN ASTERISK WILL RENDER YOUR PROPOSAL NON-RESPONSIVE AND WILL BE REJECTED.

CONTACT THE BUYER NOTED ON PAGE 1 SHOULD YOU HAVE ANY QUESTIONS.

INTRODUCTION

The City of Buda's intent for this Request for Proposal and resulting contract is to obtain the services of a qualified certified public accountant, in good standing with the Texas State Board of Accountancy, with extensive experience in providing auditing services for local governments to audit its financial statements for the years ending September 30, 2016 through September 30, 2018, with the option for year-to-year renewal through the year September 30, 2020.

Two originals, two hard copies and one copy on CD or thumb drive of the sealed proposal shall be submitted to:

City of Buda
Kim LaPointe, Purchasing Manager
121 Main St.
Buda, TX 78610

There is no expressed or implied obligation for the City of Buda to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries related to this RFP should be addressed in writing and emailed to Kim LaPointe, Purchasing Manager at klapointe@ci.buda.tx.us, by August 10, 2016, 5:00 p.m.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from offerors, or to allow corrections of errors or omissions. The award of the contract shall be made to the responsible offeror resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the RFP.

The City of Buda reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates at a minimum acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

A proposal may not be withdrawn or canceled by the offeror for a period of ninety (90) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal. Any proposal alteration, interlineations, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

Proposals will be received and publicly acknowledged at the location, date, and time stated on the cover page. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process. (Reference VTAC, 262.030 ©). However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

COST PROPOSAL

ANNUAL AUDIT THE ESTIMATED MINIMUM/MAXIMUM FEE FOR THE FISCAL YEARS ENDING:			
Item #	Year	Minimum	Maximum
1.	2016		
2.	2017		
3.	2018		
4.	2019		
5.	2020		
ITEMS OUTSIDE THE AUDIT			
6.	Special Projects – Year 2016	$_____/ hour	
7.	Special Projects – Year 2017	$_____/ hour	
8.	Special Projects – Year 2018	$_____/ hour	
9.	Special Projects – Year 2019	$_____/ hour	
10.	Special Projects – Year 2020	$_____/ hour	
ADDITIONAL SERVICES OUTSIDE THE AUDIT			
11.	Other Projects	$_____/ hour	

THE UNDERSIGNED AFFIRMS THAT IT IS DULY AUTHORIZED TO SUBMIT THIS PROPOSAL, THAT THIS PROPOSAL HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER PROPONENT, AND THAT THE CONTENT OF THIS PROPOSAL HAS NOT BEEN COMMUNICATED TO ANY OTHER PROPONENT PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL. THE CONTRACT WILL BE AWARDED TO THE RESPONSIBLE PROPONENT WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY. THE CITY OF BUDA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

PROPONENT NAME: _____

AUTHORIZED REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

SPECIFICATIONS AND REQUIREMENTS

GENERAL

These audits are to be performed in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants, the AICPA Industry Audit Guide, Audits of State and Local Governments, the standards set forth for financial audits in the Government Auditing Standards issued by the Comptroller General of the Unites States of America, the requirements of the State and Federal Single Audit Act as set forth in OMB Circular A-133, and the provisions of the relevant General Accounting Standards Board Statements, as well as the following additional requirements.

BACKGROUND

Buda is located just south of Austin and north of San Antonio on IH-35. The City is a home-rule city governed by a city charter and the form of government is Council-City Manager. The City has approximately 80 employees and a 2016-2017 budget of approximately $10 million. The City provides a full range of municipal services including police, construction and maintenance of roadways, streets and infrastructure, planning and zoning, recreational activities and cultural events, and general administrative services. In addition, the City provides water, wastewater, drainage, and waste collection services.

SCOPE OF WORK

1. Audit Requirements: The City Council requires that the City perform an independent annual audit of all City accounts. The audit must be performed by a Certified Public Accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of City government or any of its officers.

a) Comprehensive Annual Financial Report ("CAFR"): The successful proponent will prepare a print ready copy of the required comprehensive annual financial report along with an electronic copy of the exhibits and submit these documents to the City for its review and approval. In addition the successful proponent will submit to the City supporting spread sheets and audit work papers on which the information was accumulated from various individual funds based upon trial balance and subsidiary information.

A draft of the CAFR will be submitted to the City no later than December 31st of each year with a final report submitted no later than the last week in January of each year. The successful proponent will allow time for the City's Finance Director to review the report draft and provide appropriate feedback prior to preparation of the final report.

After receiving the City's approval of the draft report, the successful proponent will print, bind, and distribute to the City, the following final reports:

20 hard copies - CAFR;
20 copies - CAFR on Compact Disc
25 hard copies - Single Audit Report;
15 hard copies - Management Letters.

The City sends its CAFR to the Government Finance Officers Association of the United States for review and consideration of the Certificate of Achievement for Excellence in Financial Reporting program. The successful proponent will be required to provide special assistance to the City to meet the requirements of the program.

b) Separate Reports: The successful proponent will not include the Schedule of Expenditures of Federal Award (Single Audit) and related auditor's report, as well as the reports on compliance and internal controls in the CAFR, but will issue these reports separately.

c) The successful proponent will meet with the City Manager, Director of Finance and Audit Committee before the final report is presented to the City Council.

d) Additional work: Additional work may include providing special assistance as needed.

2. Audit Standards and Procedures: All audit examinations will be made in accordance with Generally Accepted Auditing Standards as prescribed by the American Institute of Certified Public Accounts ("AICPA"), Governmental Accounting Standards Board ("GASB"), the U.S. General Accounting Office's ("GOA") standards, OMB Circular A-133, and the Single Audit Act Amendments of 1996. The successful proponent will review its written audit program with the City, identifying the plan for testing records and procedures using statistical sampling and computer auditing where appropriate, the method for evaluating internal control and the audit procedures to be taken prior to performing detail audit work.

3. Management Component: The successful proponent will furnish satisfactory evidence of its ability to provide, in a professional and timely manner, the services stated in this Request for Proposal ("RFP") as follows:

a) Provide the name(s) of the external quality control review organizations of which the proponent is a member, and the proponent's length of membership. Also state the review organization's planned frequency of peer reviews.

b) State whether the proponent has received a peer review and whether in the most recent review an unqualified report was issued.

c) State whether the proponent is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.

4. Accounting Information: All primary records of the City are maintained on a computerized accounting system, which is directly interfaced with several supporting subsystems for various modules of accounting source information such as payroll, internal charges, accounts payable, municipal court, water and sewer utility billing, etc. The highest level of financial reporting available is the trial balance at the individual fund level. The financial records are also detailed to the lowest cost accounting methods as determined by the performance budgeting system of the City.

The City has the following funds and number of budgets within each fund:

Fund	**# of Budgets**
General Fund	12
Solid Waste Fund	1
Water Fund	1
Wastewater Fund	1
Enterprise I & S Fund	1
General I & S Fund	1
Special Revenue Funds	4
Capital Improvements	5

5. Assistance Available to Auditors: The City Finance Department will address questions pertaining to accounting procedures through the Director of Finance or the Accountants. All inquiries regarding the financial records of the City will be directed through the Director of Finance or the Accountants. Interviews with other City Administrators will be scheduled through the Director of Finance.

The City's assistance in the past has been in the preparation of spreadsheets and other various audit schedules. During the audit period the Director of Finance provides support to the audit firm on related audit work papers. Additional City staff, coordinated through the Director of Finance, may be utilized in providing location and filing sequence of information of all permanent records for audit sampling and replacement of records. All computer printed information will be made available for use by the successful proponent. The City staff will provide account analysis from the existing transaction history files for any and all accounts selected for inquiry by the successful proponent firm in the form of either manual or computer printout analysis. All report preparation, formatting and final report presentation is the responsibility of the successful proponent. The City staff will be responsible for review and approval of the reports.

The City Secretary Division keeps on file, properly indexed for ready reference, all ordinances, City Council minutes, contracts, leases and agreements, and resolutions. Records of this type will be made available through that office. The City Attorney's staff will be available to provide legal counsel pertinent to the annual audit as requested or scheduled through the Director of Finance.

A separate work space will be made available for the successful proponent in close proximity to the accounting records. The Director of Finance will coordinate the City staff's contribution to the audit.

PREPARATION OF PROPOSAL

Proponents are encouraged to submit concise and clear responses to this RFP. Responses of excessive length or complexity are discouraged. The City reserves the right to include the proposal or any part of the selected proposal in the final contract.

REIMBURSEMENTS

The City makes no commitment to any proponent of this RFP beyond consideration of the written proposal. The City will not reimburse proponents for the costs incurred in preparing proposals, presentations, etc.

ADVERTISEMENT: The successful proponent is not authorized to advertise the use of the City's account without prior written approval from the Director of Finance.

CITY ARTWORK

Use of the City logo on proposals is not permitted.

LIMITATION ON CITY'S COMMITMENTS

The City makes no commitment to any proponent beyond consideration of its written proposal. The City will not reimburse proponents for the costs incurred in preparing or submitting proposals or presentations.

BACKGROUND INFORMATION

CONTACT PERSONS

The external auditor's principal contact with the City of Buda will be:

Carolyn Reininger
Controller
City of Buda
512-312-0084
creininger@ci.buda.tx.us

or a designated representative from the City Finance Department to coordinate assistance to be provided by the City of Buda to the selected firm.

AUDIT SCHEDULE

COMPREHENSIVE ANNUAL FINANCIAL REPORT

The offeror shall provide a work plan for completing the audit that includes: 1) tasks to be completed; 2) methodology to be used; 3) a schedule outlining date offeror is available to begin audit, date fieldwork shall be completed, date draft reports shall be submitted and date final report shall be delivered for the FY 2011-12 audit; 4) estimated hours offeror's staff will work on the project (segregated by individual assigned); 5) estimated hours required from City staff (segregated by type of staff resource – manager, technician, supervisor); and 6) milestones and deliverables. A similar outline for subsequent audit years shall be submitted annually and is subject to approval of the City's Chief Financial Officer.

FORMAT FOR THE REQUEST FOR PROPOSALS

The following items are required in each proposal. In order to expedite the evaluation of proposals, proponents will organize their proposals in the sequence provided below. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal.

COVER LETTER

A cover letter stating proponent name, address and phone number, as well as the proponent's representative's name and phone number.

TABLE OF CONTENTS

A table of contents which will include a clear identification of the material by section and by page number.

SCOPE

A scope section will clearly describe the scope of the required services to be provided, defined in terms of both financial statement examination and compliance examination.

AUDIT STAFF

The proposal will identify the responsible partners and appropriate supervisors who will work on the audit, including staff from other than the local office. Resumes for each will be included and specific governmental experience will be indicated. The qualifications of the staff dedicated to the City's audit will be included.

1. List names of staff member(s) who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and conducting a substantial portion of the field work or reporting on this audit engagement. Include the educational background of all staff members named and professional licenses held;
2. Describe continuing professional education in governmental accounting and auditing received by proponent's team during the last two years; 2014 & 2015. Provide the name and qualifications of any sub consultants who will assist the proponent's staff members;
4. Describe staff rotation plans for audit team members during the multi-year contract; and
5. Include an affirmative statement that the firm and all assigned key professional staff are properly registered or licensed to practice in Texas.

APPROACH TO CONDUCTING THE AUDIT

Clearly describe your firm's approach to conducting the audit. All major components will provide the estimated hours to be assigned by the firm. Major components will include the estimated hours anticipated in examining each fund and account group. Administrative, planning, and report preparation estimated hours will be segregated from other major components. Include in this description your proposed utilization of City staff available, methodology for accomplishing the varied audit requirements in a timely and efficient manner and any special techniques you may employ to facilitate the first year. Proponent will state firm's approach to training its staff on the City's financial system and time requirements of City staff in the process. Describe the level of assistance that will be expected from City staff.

FIRM PROFILE

Provide the following information about your firm:

1. State whether the firm is local, national or international.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office and the billing rates for each position.
3. The size of the firm, the size of the firm's governmental audit staff, the location of the office relative to this project, the number and nature of the professional staff to be employed for this project on a full-time basis and on a part-time basis.
4. If the proposal submitted is a joint venture, the qualifications of each firm will be separately identified and the firm that is to serve as the principal auditor will be noted.
5. Submit one (1) copy of the report regarding their most recent external quality control review, with a statement as to whether the quality control review included a review of specific government engagements.
6. Information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. Information on the circumstances and 13 status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

RECENT GOVERNMENTAL AUDITING EXPERIENCE

Describe recent governmental auditing experience similar to the type requested and emphasize any local office engagements. Profile experience in preparing reports for entities participating in the GFOA Certificate of Achievement for Excellence in Financial Report Program. Provide as references the names and telephone numbers of client officials responsible for those audits for the last five years. Indicate which of these clients participated in and received GFOA's Certificate of Achievement.

COST PROPOSAL

Submit a cost proposal on the form included on Page 9 of this RFP. Provide a schedule of charges for on-going consultation with City on auditing, accounting, and internal control matters between audit periods. Also provide a schedule of charges for consultation outside these areas such as federal tax law research.

ADDITIONAL INFORMATION

Provide any additional information considered essential to your proposal including involvement in state and local government organizations, seminars etc. Indicate any planned participation by minority firms.

ASSURANCES

Provide assurance that the Proponent will work with the City and a description of the coordination process and sequencing between the Proponent and the City during the duration of the project.

The proposal will remain in effect for ninety (90) days from the date of the City's receipt of the proposal. Failure to address items A through J, Section 6 in detail will be sufficient reason to eliminate a proposal from consideration.

VENDOR REFERENCES

Please list five (5) references – three (3) of current customers and two (2) of former customers who can discuss the quality of service your company provides. The City prefers customers of similar size and scope of the work to this proposal. **THE REFERENCE FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

CONFLICT OF INTEREST

Chapter 176 of the Local Government Code creates a new filing requirement for persons who contract or are seeking to do business with local government entities to make financial and business disclosures.

A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with the City must file a Conflict Disclosure Questionnaire https://www.ethics.state.tx.us/forms/CIQ.pdf within 7 business of:

- Beginning contract discussions or negotiations
- Or submitting an application, response to a request for proposal or bid,
- Or other communication related to a potential contract.
- Failure to file a questionnaire is a class C misdemeanor.

Note: As part of this proposal packet, please mark "Not Applicable" on any questions that do not apply to your affiliation or business relationship with a City of Buda elected officer and return with the response package. **Failure to return this document may disqualify your response from consideration.**

A vendor required to file a Conflict of Interest Questionnaire is not required to file an updated questionnaire in a year in which they filed the initial questionnaire after June 1, but before September 1 of that year.

Please submit the Conflict of Interest Questionnaire with your proposal/bid submission.

If you do not have access to the link provided above please or have any questions please contact Kim LaPointe at 512-523-1015 or klapointe@ci.buda.tx.us.

REFERENCE ONE

Government/Company Name:_____

Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

_____

_____

REFERENCE TWO

Government/Company Name:_____

Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

_____

_____

REFERENCE THREE

Government/Company Name:_____

Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

_____

_____

REFERENCE FOUR

Government/Company Name:_____

Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

_____

_____

REFERENCE FIVE

Government/Company Name:_____

Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

_____

_____

GENERAL PROVISIONS

1. SCOPE OF CONTRACT: This is a firm fixed-price, fixed quantity contract calling for delivery of the services identified in SPECIFICATIONS AND REQUIREMENTS at the negotiated prices submitted by the proposer. Upon acceptance of a proposal by the City Council and issuance of a Contract Award, proposer shall deliver the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

2. CHANGES: The City Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
(a) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
(b) Method of shipment or packing.
(c) Place of delivery.
(d) Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City Purchasing Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City Purchasing Manager decides that the facts justify it, the City Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. DESIGNATED CITY HOLIDAYS: No deliveries or services will be required or accepted, unless specific prior arrangements have been made, on designated holidays. Below is the approved holiday schedule for 2016.

2016

Jan 1 – New Year's Day	Jan 18 – Martin Luther King, Jr. Day	Feb 15 – President's Day
Mar 25 – Good Friday	May 30 – Memorial Day	Jul 4 – Independence Day
Sept 5 – Labor Day	Oct 10 – Columbus Day	Nov 24 – Thanksgiving Holiday
Nov 25 – Thanksgiving Holiday	Dec 23 – Christmas Holiday	Dec 26 – Christmas Holiday

4. INSURANCE AND LIABILITY: During the period of this contract, Contractor shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

(i) Name the City of Buda as additional insured/or an insured, as its interests may appear.

(ii) Provide the City a waiver of subrogation.

(iii) Provide the City with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.

(iv) Provide the City Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award.

Submit a certificate of insurance reflecting coverage as follows:

a. Automobile Liability:

Bodily Injury (Each person)	-	$250,000.00
Bodily Injury (Each accident)	-	$500,000.00
Property Damage	-	$100,000.00

b. General Liability (Including Contractual Liability):

Bodily Injury	-	$500,000.00
Property Damage	-	$100,000.00

c. Excess Liability:

Umbrella Form	-	$1,000,000.00

d. Worker's Compensation:	-	Statutory
e. Errors and Omissions:	-	$1,000,000.00

5. ERRORS AND OMISSIONS: Approval by the City shall not constitute nor be deemed a release of the responsibility and liability of the contractor, its employees, subcontractors, agents and consultants for the accuracy and competency of their supplies, equipment, or services provided hereunder; nor shall such approval be deemed to be an assumption of such responsibility by City of Buda for any defect, error or omission in the supplies, equipment, or services provided by the contractor, its employees, subcontractors, agents and consultants. Contractor shall indemnify, hold harmless and defend City of Buda, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney's fees, on account of damage to property and injuries, including death, to all persons, including employees of the contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the contractor, its employees, agents, and consultants, pursuant to this contract.

6. INDEMNITY AGAINST LOSS: The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

7. SAFEGUARDING OF INFORMATION AND DATA: The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City Purchasing Manager, with appropriate remuneration to the City.

8. COMPETITIVE PROPOSALS: Proposals will be opened so as to avoid disclosure of contents to competing offerors, and kept secret during the process of negotiation. However, all proposals shall be open for public inspection after award except for trade secrets and confidential information contained in the proposals and identified as such.

(a) Proposals will be evaluated and award made on the basis of the following factors and respective weights:

EVALUATION FACTORS AND WEIGHTS

Offeror's Qualifications/Experience: 45 points
- Demonstrated prior experience in providing similar services.
- Demonstrated knowledge of Generally Accepted Accounting Principles (GAAP) as promulgated by GASB and the firm's audit approach.
- Capability to provide requested services.
- Offeror's ability to perform.
- Financial stability of the firm.

Offeror's project plan for audit: 35 points
- Total hours projected to complete audit.
- Cost of services.

The proposed services meeting the City of Buda needs and requirements: 20 points
- Adherence to requirement of RFP.
- Offeror's responsibility clearly defined.
- The City of Buda participation and responsibility clearly defined.

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

(i) Any oral negotiations must be confirmed in writing prior to award.

(ii) Award may be made without negotiation of proposals with any offeror.

(c) Cost and/or Pricing Data may be required to be submitted with the proposal, if specified elsewhere in this RFP, or, during the process of any negotiations that may be conducted after receipt of proposals and prior to award.

9. CONTRACT TERM: The contract term will be a basic period of three years with two one-year options to renew subject to the satisfactory negotiation of terms (including a price acceptance to both the City of Buda and the selected firm), and the annual availability of budgeted appropriations.

10. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. The renewal option, if exercised, shall be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) calendar days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement of both parties. Refusal by either party to exercise this Option to Extend shall result in this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years from the date of award.