



CITY OF BUDA

REQUEST FOR PROPOSAL

Proposal Reference Number: 21-007

Project Title: FINANCIAL AUDITING SERVICES

Proposal Closing Date: 2:00 P.M.(CST),
Thursday, July 1, 2021

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Buda, Texas

Request for Proposals

1. Introduction

- A. Project Overview: The City of Buda is issuing a Request for Proposal (the “RFP”) with the intent of awarding a contract for the purchase of services contained in Appendix A – Scope of Services, attached hereto (“Appendix A”).
- B. Contract parties: The City of Buda, may herein be referred to as “the City”. The person or company responding to the solicitation may herein be referred to as the “Proposer”.
- C. Questions: Following are the single points of contacts for questions as identified:
 - i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Manager identified in section 2, below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix A.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing the appropriate area of the Proposal and submitting with their response.
- D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or other error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitation which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

- G. House Bill 89 Verification Form: Passed by the Legislature in 2017, House Bill 89, prohibits a governmental entity, including a school district, from entering into a contract for goods or services with a company unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. Texas Government Code 2271.002. The form must be completed, notarized, and included in the Proposer's bid packet in order to ensure compliance with House Bill 89. Failure to enclose a notarized verification form may result in a bid packet being deemed non-responsive.
- H. Governmental Contract and Purchasing Rider: By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the proposed contractor, contractor, or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract, provided same is permissible by law. Failure to include a completed rider may result in a Proposer's bid packet being deemed unresponsive.

2. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract is award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

3. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

4. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: All proposals must be physically submitted to the City and date stamped at time of receipt.
- B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on page 6 (six) of Appendix B-Proposal. It is the Proposer's responsibility to have the Proposal Documents correctly physically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded with the Purchasing Manager or designated receiver shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or

withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.

- E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the City at its discretion.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

5. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposer's Proposal provides the goods or services at the best value for the City. In determining best value, the City may weigh and consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services; the quality of the Proposer's goods or service, the extent to which the goods and service meet the City's needs; the past relationship with the City, the total long-term cost to the City to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Buda for cause:
 - i) The successful Proposer fails to perform in accordance with the provisions of these specifications;
or
 - ii) The successful Proposer violates any of the provisions of these specifications; or

- iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Buda may, terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Buda, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. **Project Title: FINANCIAL AUDITING SERVICES**

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed in writing to **Rosemary Esparza**, e-mail: resparza@ci.buda.tx.us.

3. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

NONE

4. **Proposal Evaluation Factors**

Emphasis	Factor
45%	Proposer's Qualifications/Experience: <ul style="list-style-type: none">- 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 the requested services.- Offeror's ability to perform.- Financial stability of the firm.
35%	Proposer's project plan for audit: <ul style="list-style-type: none">- Total hours projected to complete audit.- Cost of services.
20%	The proposed services meeting the City of Buda's needs and requirements: <ul style="list-style-type: none">- Adherence to requirement of RFP.- Proposer's responsibility clearly defined.- The City of Buda's participation and responsibility clearly defined.

5. **Brand Manufacture Reference**

N/A

6. **Key Events Schedule**

Proposal Release Date	June 8, 2021
Deadline for Submittal of Written Questions	June 17, 2021
Sealed Proposals Due to and Opened by City	Shown on Cover Page of this RFP.
Anticipated Public Bid Opening	July 1, 2021
Anticipated Committee Review and Scoring	July 2, 2021
Anticipated Award Date	September 1, 2021

7. Scope of Services

Introduction

The City of Buda, Texas ("City") is soliciting proposals from qualified and experienced public accounting firms, whose principal officers are independent certified public accountants ("Proposer") to provide the following services for the fiscal years ending September 30, 2021, 2022, 2023, 2024, and 2025.

- Audit services for performance of the City's annual financial audit;
- Audit services for the City's single audit of State and Federal grants;
- Performance of other related services as stated herein;
- Additional special assistance as needed.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this request for proposal ("RFP"), any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the City shall be the sole responsibility of, and shall be borne completely by the Proposer.

To be considered, one (1) original proposal, three (3) copies of proposal and one (1) electronic copy of the Proposal must be received by the City's Purchasing Manager, 405 E. Loop St., Building #100, Buda, TX 78610 by 2:00 p.m. on July 1, 2021. The City reserves the right to reject any or all proposals submitted. Proposals submitted will be reviewed by City staff. It is the responsibility of the Proposer to ensure the receipt of any and all addenda related to the proposal. It shall be the sole responsibility of the Proposer to ensure that their proposal is received by the Purchasing Office within the time limit indicated. Late proposals will not be considered.

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 a Proposer, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City 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 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. All proposals must include a statement that they are valid for a minimum period of one hundred twenty (120) days subsequent to the RFP closing date.

General Information

The City of Buda is located along Interstate Highway 35, approximately 20 minutes from downtown Austin and 1 hour from downtown San Antonio. The City, incorporated in 1948, is a home-rule city and is governed by a Council-Manager form of government.

A full range of municipal services is provided by the City, including public safety (police protection); emergency management; water and wastewater utilities; capital improvements; repair and maintenance of streets and infrastructure; recreational activities; library services; tourism services; planning and zoning; code inspections; garbage services and recycling; and general administrative services. T

As a political subdivision of the State of Texas, the City is considered a primary government. Pursuant to standards established by the Governmental Accounting Standards Board (GASB), the City also reports for all funds for which the City, as the primary government, is financially accountable. As such, the annual financial report includes financial activities of two component units as follows: the City of Buda 4B Corporation (EDC) and the Dupre Local Government Corporation (LGC). These two component units are considered discretely

presented component units and are presented in a separate column in the government-wide statements to emphasize that they are legally separate from the primary government.

The City's accounting records are maintained in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Accordingly, the City maintains general, special revenue, debt service and capital projects governmental fund types, and enterprise funds.

More detailed information on the government and its finances, as well as a summary of significant accounting policies can be found in the City's Annual Comprehensive Financial Report (annual report) and annual Budget located under the City's website.

Nature of Services

A. Scope of Work

The City desires the Proposer to express an opinion on the fair presentation of its basic financial statements, as well as the combining and individual fund financial statements, in accordance with accounting principles generally accepted in the United States as promulgated by the Government Accounting Standards Board.

The Proposer's assistance and consultation will be required in implementing new GASB statements at a date to be determined by the City, even if prior to the required effective date.

The Proposer will be required to review the City's compliance with requirements of the State of Texas Public Investment Funds Act.

The Proposer will be required to audit the basic financial statements, and the combining and individual fund financial statements. The Proposer is not required to audit the introductory and statistical sections of the annual report but is expected to read the introductory and statistical sections of the annual report to ensure that they do not contain information that is inconsistent with the audited financial statements.

The Proposer will be required to audit the information contained in the Supplementary Schedule of Expenditures of Federal and State Awards when appropriate. This information should be subjected to the auditing procedures applied in the audit of the basic financial statements and in accordance with Government Auditing Standards, the Single Audit Act Amendments of 1996, the U.S. Office of Management and Budget (OMB) Circular A-133, and the OMB Circular Compliance Supplement. The auditor is to provide an opinion of the fair presentation of this schedule in relation to the basic financial statements taken as a whole.

The Proposer will be required to audit and test transactions relating to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements governing the City's participation in those programs.

The Proposer will be required to test and ascertain the sufficiency of internal controls in planning the audit in order to determine the nature, timing, and extent of auditing procedures for the purpose of expressing opinions on the City's financial statements and on its compliance with requirements applicable to major programs.

The scope of the City's annual audit, or any other work for which the Proposer is engaged, can only be broadened with the express written consent of the City. The City will have the right to negotiate fees for work related to broadening the scope of any work for which the Proposer is engaged.

B. Auditing Standards to Be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the GASB, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act Amendments of 1996, the provisions of OMB Circular A-133 and the Circular Compliance Supplement, and Audits of State and Local Government, and any other requirements from like regulatory agencies.

C. Reports to Be Issued

Following the completion of the audit of the fiscal year's financial statements, the Proposer shall issue all reports currently required by State and Federal grantors, such as the American Institute of Certified Public Accountants, the Governmental Accounting Standards Board, the Government Finance Officers Association of the United States and Canada, and any other regulatory agencies. The auditor shall likewise issue any other reports subsequently required by these or similar entities following completion of the financial or single audit.

The schedule of expenditures of federal award and related auditor's reports, as well as the reports on the internal control structure and compliance, are to be issued separately.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit to the Finance Director. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data, consistent with the assertions of management in the financial statements. Reportable conditions, that are also material weaknesses, shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The Proposer shall be required to make an immediate written report, of all irregularities and illegal acts or indications of which they become aware, to the City Manager and Finance Director.

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

The Proposer shall assure themselves that the City's Mayor and City Council are informed of each of the following, and any other item, as required by the regulatory agencies noted above:

1. Difficulties encountered in performing the audit.
2. Disagreements with city management.
3. Major issues discussed with city management prior to retention.
4. Management consultation with other accountants.
5. Management judgments and accounting estimates.
6. Other information in documents containing audited financial statements.
7. Significant accounting policies.
8. Significant audit adjustments.
9. The auditor's responsibility under generally accepted auditing standards and government auditing standards.

D. Preparation of Annual Comprehensive Financial Report ("Annual Report")

The Finance Department's staff prepares the introduction, MD&A, and statistical section of the annual report. The Proposer prepares all financial statements as required to earn the Certificate of Achievement awarded by GFOA. The Proposer reviews this information and approves it prior to printing. Because the annual report must be released within six (6) months after the fiscal year end (by March 31st) to be eligible for the GFOA Certificate of Achievement for Excellence in Financial Reporting, coordination of schedules will be required between the Proposer and the Finance Director during January and February of each year.

The City has earned the Certificate of Achievement for Excellence in Financial Reporting awarded by the GFOA for the past three years. It is the City's objective to retain such Certificate in the future. The auditors shall provide all reasonable assistance and advice to the City to ensure that the Certificate is retained.

E. Special Considerations

1. The City will send its annual report to the GFOA of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The Proposer will be required to provide assistance to the City to meet the requirements of this program.
2. The City currently anticipates it may prepare additional official statements in connection with issuance of debt that will contain the general-purpose financial statements, and the Proposer's report thereon. The Proposer shall be required, if requested by the City, the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor, and any necessary "comfort letters."
3. The City will require the Proposer's assistance to comply with reporting requirements as the result of new GASB pronouncements.

F. Special Projects

Proposers may be requested to provide other types of services, collectively referred to as "Special Projects." Examples of such Special Projects include additional audits or reviews, cost studies, and consulting services. The cost to perform any Special Projects will be negotiated and be in addition to the standard annual fee.

G. Regulation Updates

The Proposer shall provide the City's Finance Department staff with information relating to regulation changes that would affect the City and its operation. Examples would be timely notification of changes proposed or initiated by GASB or Financial Accounting Standards Board (FASB).

H. Audit Work Timing

Preliminary work, prior to closing accounts, should occur and be conducted on or near September 30th of each year. Post-closing work may commence on or after January 2nd. Completion of fieldwork should be accomplished no later than February 10th.

The date for release of the draft annual report shall be no later than February 28th of the respective year. At that same time, a draft management letter should be delivered.

The Proposer 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 the Proposer 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 2021 audit; 4) estimated hours Proposer's staff will work on the project (segregated by individual assigned); and 5) milestones and deliverables. A

similar outline for subsequent audit years shall be submitted annually and is subject to approval of the City's Finance Director or designee.

I. Contractual Agreements

The contract to be awarded shall be for the provision of services as requested herein, at the negotiated fee, for the first and each subsequent year of the contract. This is considered an all-inclusive, not-to-exceed fee. The City shall agree to make interim payments of the annual fee, based upon a percentage of work performed.

J. Working Papers

The Proposer selected shall maintain all working papers for a period of at least five (5) years after the auditor's report date. The Proposer shall make available all original working papers for examination by authorized representatives of federal and state agencies, the City's Finance Director and Finance staff, and any other entity to which access has been granted in writing by the City's Finance Director. In addition, the Proposer shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

K. Progress Reports

The Proposer shall submit progress reports to or hold periodic meetings with the Finance Director, as agreed upon by the City and Proposer. The information provided in these reports should be sufficiently detailed to provide assurance that the audit is on schedule.

Format of Request for Proposal

The following items are required in each proposal. In order to expedite the evaluation of proposals, Proposers 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 Proposer's name, address and phone number, as well as the Proposer'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. 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 Proposer's team during the last two (2) years.
3. Provide the name and qualifications of any sub-consultants who will assist the Proposer'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 Proposer and all assigned key professional staff are properly registered or licensed to practice in Texas.

APPROACH TO CONDUCTING THE AUDIT

Clearly describe the Proposer's approach to conducting the audit. All major components will provide the estimated hours to be assigned by the Proposer. 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. Proposer will state Proposer'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. Provide 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 and single point of contact for the joint venture provided.
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 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 in the RFP 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 14 of this RFP. Provide a schedule of charges for on-going consultation with City on auditing, accounting, and internal control matters between audit periods.

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 Proposer will work with the City and a description of the coordination process and sequencing between the Proposer and the City during the duration of the project.

VENDOR REFERENCES

Please list four (4) references – three (3) of current customers and one (1) of former customers who can discuss the quality of service your firm 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.

COST PROPOSAL

ANNUAL AUDIT THE ESTIMATED MINIMUM/MAXIMUM FEE FOR THE FISCAL YEARS ENDING:			
Item #	Year	Minimum	Maximum
1.	FY2021		
2.	FY2022		
3.	FY2023		
4.	FY2024		
5.	FY2025		
ITEMS OUTSIDE THE AUDIT			
6.	Special Projects – Year 2021	\$ _____ / hour	
7.	Special Projects – Year 2022	\$ _____ / hour	
8.	Special Projects – Year 2023	\$ _____ / hour	
9.	Special Projects – Year 2024	\$ _____ / hour	
10.	Special Projects – Year 2025	\$ _____ / 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 PROPOSER WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY. THE CITY OF BUDA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

PROPOSER NAME: _____

AUTHORIZED REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

_____ Appendix B (pages 15 through 20) must be included in the proposal submittal.

_____ Appendix C Conflict of Interest Form (page 28) must be included in the proposal submittal.

_____ HB 89 Verification Form (page 26)

_____ Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal.

_____ Cooperative Governmental Purchasing Notice (page 22)

All proposals submitted to the City of Buda shall include this page with the submitted proposal.			
RFP Number:	21-007		
Project Title:	FINANCIAL AUDITING SERVICES		
Submittal Deadline:	2:00 P.M. (CDT), Thursday, July 1, 2021		
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u> I, the undersigned, have the authority to execute this proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. Printed Name and Position of Authorized Representative: _____ Signature of Authorized Representative: _____ Title of Authorized Representative: _____ Signed this _____ (day) of _____ (month), _____ (year)			

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the annual Project, from start-up to completion, and all delivery dates for goods covered by the RFP.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:
 - i. Proposer shall list all carrier compensation, commissions and supplemental compensation received (Compensation Disclosure Statement) and any direct client fees associated with the Purchase price, including the total long-term cost to the municipality to acquire the Proposer's goods or services

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective **for the timeframe proposed by the Proposer.** The City anticipates that the Contract shall not be renewed, the contract is for a one-time purchase.

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Employee Standards: All employees working on this RFP must be able to pass a background to gain entry into secure areas of the facilities and to maintain the integrity of the Surety Bond. Any employees performing duties in the Public Safety Building will have to comply with the additional requirements of the Public Safety Building.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ____ (does) ____ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Proposers List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number:
_____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Buda to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to vendors@ci.Buda.tx.us.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The Proposer shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Buda procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The Proposer shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net thirty (30) days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this RFP, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the time frames established in the Proposal's project schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten (10) days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees, contractors and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. **INDEMNIFICATION: PROPOSER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ALL OF ITS OFFICERS, COUNCIL MEMBERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND RELATED EXPENSES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT WITHOUT REGARD TO WHETHER SUCH PERSONS ARE UNDER THE DIRECTION OF CITY AGENTS OR EMPLOYEES.**

**GOVERNMENTAL CONTRACT AND
PURCHASING RIDER FOR CONTRACTS WITH
THE CITY OF BUDA, TEXAS**

By submitting a response to a solicitation or request for proposal (“RFP”), or by entering into a contract for goods or services and/or by accepting a purchase order, the proposed contractor, contractor, or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City of Buda (“City”) unless otherwise agreed to by a specifically executed provision within the contract, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental CONTRACT AND PURCHASING Rider (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or RFP, Contract or Purchase Order, as applicable, (“Contract”, attached hereto) of (Proposer Name), (“Proposer”). The Contract involved in this Governmental Rider is described as follows:

Financial Auditing Services

1. Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to Proposer presented by invoice to the City if necessary, to confirm the amount to the terms of the contract.

2. Multiyear Contracts. If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of applicable bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Proposer a written notice of termination at the end of its then current fiscal year.

3. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received. In the exercise of this option, the City hereby determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

4. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed Proposer to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from potential proposers will be permissible until 5:00 p.m. CDT on the day specified as the deadline for questions. Any communication between the proposed Proposer and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information

or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the RFP then in evaluation, or any future solicitation or RFP.

5. **Abandonment or Default.** A Proposer who abandons or defaults the work on the Contract and causes the City to purchase goods, materials or services elsewhere to complete the Proposal may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and, may not be considered in future bids for the same type of work for a period of three (3) years for the same scope of work, goods or services.

6. **Disclosure of Litigation.** Each prospective Proposer shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Proposer or which has occurred in the past five (5) years in which the Proposer has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

7. **Cancellation.** The City reserves the right to cancel the Contract without penalty by providing thirty (30) days prior written notice to the Proposer. Termination under this paragraph shall not relieve the Proposer of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

8. **Annual Vendor Performance Review.** The City reserves the right to review the Proposer's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the Contract through the next period.

9. **Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Proposer will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Proposer shall furnish the City with satisfactory proof of compliance within 10 days of the execution of any contract with the City is void.

10. **Compliance with all Codes, Permitting and Licensing Requirements.** The successful Proposer shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Proposer shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

11. **LIABILITY AND INDEMNITY OF CITY. ANY PROVISION OF THE CONTRACT IS VOID AND UNENFORCEABLE IF IT: (1) LIMITS OR RELEASES EITHER PARTY FROM LIABILITY THAT WOULD EXIST BY LAW IN THE ABSENCE OF THE PROVISION; (2) CREATES LIABILITY FOR EITHER PARTY THAT WOULD NOT EXIST BY LAW IN THE**

ABSENCE OF THE PROVISION; OR (3) WAIVES OR LIMITS EITHER PARTY'S RIGHTS, DEFENSES, REMEDIES, OR IMMUNITIES THAT WOULD EXIST BY LAW IN THE ABSENCE OF THE PROVISION. (Section 5, Article XI, Texas Constitution)

12. INDEMNITY AND INDEPENDENT CONTRACTOR STATUS OF PROPOSER. PROPOSER SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE RESULTING AGREEMENT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE P R O P O S E R , ITS OFFICERS, AGENTS, AND EMPLOYEES. It is understood and agreed that the Proposer and any employee or sub- contractor of Proposer shall not be considered an employee of the City. The Proposer shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Proposer's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

13. LIENS. PROPOSER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AGAINST ANY AND ALL LIENS AND ENCUMBRANCES FOR ALL LABOR, GOODS AND SERVICES WHICH MAY BE PROVIDED UNDER THE RESULTING AGREEMENT. At the City's request the Proposer shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

14. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, if not disclosed as trade secrets or confidential information in Proposer's submitted proposal, is invalid. (Chapter 552, Texas Government Code)

15. Tax Exemption. The City is not liable to Proposer for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Proposers shall not charge for said taxes. If billed, the City will remit payment less sales tax.

16. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

17. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

18. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Hays County, Texas.

19. Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

20. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Proposer a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Proposer understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

21. Anti-Boycott Israel Verification. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

CITY OF BUDA, TEXAS

_____, Proposer

By: _____
Kenneth Williams, City Manager

Title: _____

Date: _____

Date: _____

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
depone 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 _____, 2021, personally appeared _____,
the above-named person, who after being duly sworn, did swear or affirm that the above
is true and correct.

Seal

Notary Signature

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Buda who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Appendix D – No Intent to Submit Form

If your firm has chosen not to submit a proposal for this procurement, please complete this form and submit to:

City of Buda
Purchasing Division, Department of Finance
405 E. Loop St., Bldg. #100
Buda, Texas 78610

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Buda | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____