

CITY OF BIG SPRING, TEXAS

**310 Nolan St.
Big Spring, Texas 79720**

REQUEST FOR PROPOSALS (RFP)

for

COST ALLOCATION PLAN SERVICES

RFP No. 26-015

Proposals Due by April 13, 2026, at 2:00 p.m.

First Advertisement Sunday March 29, 2026

Second Advertisement Sunday April 5, 2026

Request for Proposals

The City of Big Spring is requesting proposals from qualified firms to provide an annual full allocation plan based on actual and budgeted expenditures for a contract period up to five (5) years.

Cost allocation plans are utilized by governmental agencies to identify the centralized costs of an organization and allocate those costs to various programs, grants, contracts and agreements. For the City of Big Spring, these plans will identify the various costs incurred by the City to support and administer non-general fund programs.

The full cost allocation plan, based on budgeted expenditures, will be used to determine the indirect costs to charge non-general fund programs for centralized services provided and costs incurred that apply to the organization as a whole. Allocating these indirect costs will provide a more accurate representation of the total resources required to run the various programs of the City.

1.0 SUBMISSION OF PROPOSALS

1.1 Two (2) hard copies and one (1) electronic copy of all Proposal documents shall be submitted in a sealed package. Proposer's name and address should be marked on the outside of the envelope and clearly identified as **Cost Allocation Plan RFP #26-015**. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

1.2 **Mail or Deliver Responses to the Following Address:**

City of Big Spring
Attn: Sandy Smith/RFP #26-015
310 Nolan St.
Big Spring, TX 79720

2.0 DELIVERY OF PROPOSALS

Proposals must be received in the City of Big Spring's Finance Department no later than **2:00 p.m., April 13, 2026**. The submitting Proposer is responsible for the means of delivering the proposals using one of the methods listed above on time. The City of Big Spring reserves the right to reject any or all proposals. Proposals received after the submission deadline will be considered void and will be returned to the submitting firm unopened. All unsigned proposals will be rejected as non-responsive. The City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp at City Hall will be the official time of receipt.

3.0 PROPRIETARY INFORMATION

3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract

has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Big Spring but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1 Information presented in the Proposals will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide professional services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 QUESTIONS

- 5.1 Questions relating to this RFP shall be directed to Sandy Smith, Director of Finance, at 432-264-2517 or via email at sgsmith@mybigspring.com in a timely manner.
- 5.2 The deadline for questions submittal is Thursday April 2, by 2:00 p.m.
- 5.3 Contact information must be included with all questions submitted. Any oral communications will be considered unofficial and non-binding.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Big Spring. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Big Spring to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is ninety (90) calendar days from the date of opening, unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Big Spring is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Consultant's response to ensure that the best possible consideration be afforded to all concerned.

12.0 CONTRACT INCORPORATION

The contract documents shall include the City's Consulting Services Agreement (Attachment A to this RFP) and such other terms and conditions as the parties may agree.

13.0 PROPOSAL EVALUATION PROCESS

13.1 An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the City Manager. Selection of a firm may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

13.2 The City's evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview, if necessary.

13.3 The City anticipates selecting the Proposer that will be recommended to the City Council for award of a contract to provide the requested professional services to the City of Big Spring.

13.4 The City reserves the right to reject any or all proposals.

14.0 PROPOSAL REQUIREMENTS AND EVALUATION FACTORS

Proposers must submit Two (2) hard copies and one (1) electronic copy of their proposal (Please do not e-mail an electronic copy).

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. All proposals shall include the following:

14.1 Firm and staff background

- 14.2 Details of services to be provided
- 14.3 Overview of cost allocation methodology
- 14.4 Proposed Schedule of Implementation
- 14.5 References: three (3) references from local governments doing similar work and/or projects.
- 14.6 Cost Proposal: Respondent shall submit a flat fee for each fiscal year to prepare the full allocation plan based on actual and budgeted expenditures. The cost proposal shall be inclusive of all fees and expenditures necessary to provide the services outlined.
- 14.7 The overall qualifications of the firm; (20%)
- 14.8 The Firm's knowledge of 2 CFR 200, Appendix VII (D), and any other applicable federal cost principles or standard business practices; (20%)
- 14.9 The firm's proven and demonstrated experience in preparing cost allocation plans for local governments, and the field consultants experience with the same; (20%)
- 14.10 The Firm's cost allocation methodology and approach to the scope of work; and (20%)
- 14.11 Price. (20%)

Upon close of proposal submittals, the city selection team will review and select the most qualified firm using the selection criteria above. The most highly qualified firms may be selected for interviews. Cost will not be the primary factor in the selection of a firm.

15.0 GENERAL PROVISIONS

The Consultant may not assign its rights or duties under an award without the prior written consent of the City of Big Spring. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

16.0 ERRORS OR OMISSIONS

The Consultant will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Consultant shall promptly notify Sandy Smith, Director of Finance, in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

17.0 TERMINATION

- 17.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of Big Spring reserves the right to award a contract

to next lowest and best Consultant as it deems to be in the best interest of the City of Big Spring.

17.2 Further, the City of Big Spring may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract.

18.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the City has reason to question the Consultant's intent to perform, the City may demand that the Consultant(s) give written assurance of Consultant's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

19.0 VENUE

The agreement(s) will be governed and construed according to the laws of the State of Texas. The agreement(s) is (are) performable in Howard County, Texas. Venue shall lie exclusively in Howard County, Texas.

20.0 CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

21.0 INSURANCE

The Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance for the duration of this agreement.

22.0 CONTRACT CONSTRAINTS AND CONDITIONS

22.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Big Spring, laws of the State of Texas, and applicable federal laws.

22.2 The Contract(s) awarded from this RFP shall be executed for a one-year initial term with four (4) one-year options to renew at the City's sole discretion.

23.0 PAYMENT

All payment terms shall be "Net 30 Days" unless otherwise specified in the proposal and submitted to Accounts Payable in the Finance Department.

24.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295

The successful proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295, and the form must be submitted to the Director of Finance before the purchase/contact will be presented to the City Council. The form is to be completed at <https://www.ethics.state.tx.us/filinginfo/1295/>

25.0 SCOPE OF SERVICES

- 25.1 Prepare a full cost allocation plan that complies with the provisions of 2 CFR 200, Appendix VII (D). The following plans will be prepared:
 - a. Cost Allocation Plan per 2 CRF 200 based on actual costs for Fiscal Year (FY) Ending 2025
 - b. Full Cost Allocation Plan based on budget costs for FY 2026 – FY 2029
- 25.3 Provide guidance to the City in determining the data required. The City of Big Spring acknowledges and agrees that the Contractor shall be entitled to rely upon the accuracy and completeness of the data provided by the city to perform the services outlined above. The City shall provide all such data in a timely manner sufficient to allow the Contractor to provide the services. Data Requests and fieldwork shall be completed prior to September 30th for all contract years. Draft reports shall be delivered to the City within 60 days of completion of fieldwork.
- 25.3 Consult with departments to determine the appropriate allocation bases as needed.
- 25.4 Upon receipt of the financial and statistical data from the City, the Contractor shall structure the plan, review data gathering procedures, define allocation bases, provide technical review and computer processing, negotiate and secure plan approval, and provide consultation to the City as needed.
- 25.5 Provide the City draft reports allowing feedback prior to finalization of the plan.
- 25.6 Provide final documents in both electronic and printed formats.
- 25.7 Presentations to City Council, if necessary.

Attachment A