



CITY OF KYLE, TEXAS

REQUEST FOR PROPOSALS (RFP)

RFP 2011-01-PM

MUNICIPAL COURT COLLECTION SERVICES

PROPOSAL DUE DATE:
OCTOBER 31, 2011 AT 2:00 P.M. (CST)

ISSUED BY:

City of Kyle, Texas
Financial Services Department



VENDOR ACKNOWLEDGEMENT FORM
MUNICIPAL COURT COLLECTION SERVICES
(RFP 2011-01-PM)

The undersigned hereby certifies that she/she understands the Request for Proposal, has read the document in its entirety and that the prices contained in this Proposal have been carefully reviewed and are submitted as correct. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the Request for Proposal.

The following information must be filled out in its entirety for the proposal to be considered.

Company Name: _____

Federal Tax Identification Number: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____
Phone Fax

Phone Fax Address, Phone and Fax of Majority Owner Principal Place of Business: _____

Phone Fax

Name of Authorized Representative: _____
Printed Name
Signature Date

E-Mail Address of Representative: _____

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.



REQUEST FOR PROPOSAL CHECKLIST
MUNICIPAL COURT COLLECTION SERVICES
(RFP 2011-01-PM)

Please ensure that you complete and return the following documents and information to the City of Kyle, Financial Services Department at the address shown in Section B of the Request for Proposal before the deadline. Late submittals will not be accepted.

1. _____ One (1) ORIGINAL copy and four (4) COPIES of the Proposal packaged in a sealed container/envelope clearly marked with the RFP number, title, due date/time, and company name and address on the outside of the container.
2. _____ Vendor Acknowledgement Form. This document MUST be completed in blue or black ink or typewritten. Signatures must be original, in blue or black ink, and by hand.
3. _____ Insurance Requirement Affidavit (Appendix A) or provide a copy of your current Certificate of Insurance.
4. _____ Complete responses requested in RFP under Section K, Response Format and Preparation Instructions.
5. _____ Provide financial reports as outlined in Section L, Right of the City to Request Further Documentation.
6. _____ Provide five (5) references.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

PLEASE INCLUDE THIS COMPLETED PAGE AS THE SECOND PAGE OF YOUR SUBMITTAL.



REQUEST FOR PROPOSAL CHECKLIST
MUNICIPAL COURT COLLECTION SERVICES
(RFP 2011-01-PM)

A. INTENT

The City of Kyle, Texas, hereinafter referred to as “the City”, is soliciting proposals for Municipal Court collection services. It is the City’s desire to contract with one company to collect fees for Class C Misdemeanor violations, those that are past due and/or in warrant status.

The Offeror submitting the successful proposal must clearly demonstrate its ability to provide immediate and consistent efforts in collections and provide a timely return of the dollars collected.

B. PROPOSAL SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS:

One (1) original and four (4) copies of the response, including all required forms and applicable supporting documentation, are required. The original must be clearly marked “ORIGINAL” and the copies must be clearly marked “COPY”.

Proposals are due no later than October 31, 2011 at 2:00 p.m., Central Standard Time. The responses must be bound and sealed when submitted. The response material must be addressed and delivered to:

Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle

Physical Address
100 West Center Street
Kyle, Texas 78640

Mailing Address
P.O. Box 40
Kyle, Texas 78640

The outside of the sealed envelope or container must state:

RFP #2011-01-PM - MUNICIPAL COURT COLLECTION SERVICES



Responses received later than the above date and time will be rejected and returned unopened. Timely proposals will be opened on the date specified in the RFP and will be kept secret during the process of negotiations. All proposals that have been submitted shall be open to public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals marked "confidential" by the proper responding party.

C. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this Request for Proposals must be submitted, in writing, no later than 2:00 p.m. on October 14, 2011 and shall be emailed to Mr. Perwez Moheet, CPA, Director, Financial Services Department at pmoheet@cityofkyle.com.

It is the intent and purpose of the City that this RFP permits competitive proposals. It is the Offeror's responsibility to advise the Director, Financial Services Department, City of Kyle, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

D. CONTRACT TERM

The initial contract shall be for a two (2) year period commencing on December 1, 2011. The City shall have the option to extend the term of the contract for three (3) additional one-year periods. Thereafter, this agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless either party gives prior notice of termination.

E. CANCELLATION

The successful Offeror will be awarded a contract on an exclusive basis. The City has the option to terminate the contract during the first six (6) months of the contract if the successful Offeror does not perform the contract to the City's satisfaction. Thereafter, either party may terminate the contract by giving the other party thirty (30) days prior written notice. Upon termination, the successful Offeror shall have an additional thirty (30) days to collect the then outstanding billings. The successful Offeror may not assign the contract to any other party without the prior written consent of the City.

The City of Kyle is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract (or renewal option) for which funding is not available.

F. QUALIFICATIONS OF OFFEROR

By submitting a proposal, the Offeror certifies that they are duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same,



nor has filed for bankruptcy. The Offeror must not be indebted to the City and shall not owe any back taxes to the City. The Offeror warrants that they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

The contract will be awarded by the City to a responsible Offeror only. In order to qualify as responsible, an Offeror must meet the following qualifications as they relate to this request for proposals.

- Have adequate technical and financial resources for performance.
- Have the necessary experience, organization, and technical skill in the field of municipal court collection service accounts.
- Have a satisfactory record of performance in municipal collection programs.
- Have a minimum of five (5) years of collection experience in the municipal court service industry for similar or larger size municipalities such as the City of Kyle, Texas.
- Must be able to provide collection and financial reports on a monthly basis.

G. EXCEPTIONS

Any exceptions to the requirements stated herein must be stated, in writing, in the Offeror's response. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

H. SELECTION AND AWARD PROCESS

1. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee.
2. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract at a fair and reasonable price.
3. If the City is unable to negotiate a satisfactory contract with the most highly qualified person or firm, the City shall formally end negotiations with that person or firm and begin negotiations with the second most highly qualified person or firm.
4. Negotiations shall be undertaken in this sequence until a contract is made. The evaluation committee may allow proposal revisions after submission in order to obtain the best final proposal. Following the interviews and negotiations, the evaluation committee will recommend a contractor to the Kyle City Council. The City Council will make the final selection of the contractor based on the evaluation committee's recommendation and whether the qualified Offeror's proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in this RFP.



5. No individual City employee or any City Department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.

I. COLLECTION SERVICES

1. Background

The Municipal Court is responsible for the adjudication of Class C Misdemeanor violations (within the incorporated city limits) provided by State Law and City Ordinances. The City of Kyle Municipal Court processes approximately 6,050 cases annually. Of these cases, approximately 42% will have arrest warrants issued. The average warrant fine is \$407. Of the persons with an outstanding City of Kyle warrant, approximately 35% are Kyle residents, 64% reside outside Kyle city limits but within the State and 1% reside out of State.

2. Nature of Services Required

- a. The Court will provide files electronically to the successful Contractor (hereinafter referred to in this section as "Contractor") of those persons having outstanding City of Kyle Municipal Court cases. This information can include, but is not limited to the following:
 - i. Person's name, personal identifiers and driver license number, last known residential address, last known telephone number, citation number, alleged offense committed, offense date, amount of fine, amount paid (if any), amount due, and if applicable, date of warrant and amount of warrant fine.
 - ii. City will provide current file layouts. Electronic transfer of data must include the Contractor having a PC that enables the City of Kyle to E-mail an attachment or upload on the Internet via secure FTP. The Contractor must be able to receive and return files back and forth between City and Contractor.
 - iii. It will be the Contractor's responsibility to assure compatibility of City's data files and transmittal medium to the Contractor's computer system. The Contractor shall bear all costs, if necessary, for data conversion to make the City's computer system compatible with that of the Contractor's and any incidental costs related to the data transfer.
- b. Historically, the City sends various outstanding misdemeanors and warrants to the Contractor for collection services on a regular basis (i.e. daily, weekly, and/or monthly). These cases and warrants consist of the following types:
 - i. Active Alias Warrants -These are warrants in which no judgment has been entered assessing any sums due from the defendant in the case,



- but the defendant is subject to immediate arrest to answer for the pending criminal charge.
- ii. Active Capias Pro Fine Warrants -These are warrants in which a judgment has been entered assessing a sum owed by the defendant in order to discharge the defendant from liability and the defendant is subject to immediate arrest.
 - iii. Outstanding Cases -These cases are outstanding Class C Misdemeanors for traffic, non-traffic, and parking violations that occurred in the incorporated city limits, including City Ordinance violations. These are cases that may or may not have appeared before the Court and may or may not have judgment entered against them. Therefore, the defendant is not subject to immediate arrest.
- c. The City will supply the Contractor with two separate listings. They shall be known as the History File and the Collect and Warrant File.
- i. The History File shall be provided one time only. This file will contain the entire backlog of active warrants previously worked by the City's existing collection agency. The approximate number of outstanding cases for past collection is 6,596.
 - ii. The Collect and Warrant File shall be issued on a regular or as needed basis and shall contain those cases that are Outstanding Cases as well as Active Warrants that were processed by the Kyle Police Department. This file will contain unresolved cases not issued for warrant and the most recent past dues processed for warrant. The approximate number of new warrants and collect cases each month is approximately 6,788.
- d. Contractor agrees to perform the following:
- i. Contractor will become familiar with the legal distinctions of each type of case and warrant submitted for collection effort and will develop a series of contacts with the defendant that do not violate the defendant's statutory and constitutional rights.
 - ii. Contractor will attempt to contact the defendant named in any case or warrant submitted for collection service at least eight (8) times in a 180-day period through a rotating telephone and letter cycle. Voice/telephone contact attempts shall be limited to between the hours of 8:00 A.M. and 9:00 P.M., Monday through Saturday. No Sunday contacts will be attempted.
 - iii. Contractor will submit written scripts for telephone contacts and written communications for approval by the City for each type of case and warrant submitted to Contractor for collection services. The Contractor shall pay all costs related to the telephone contact and written communications.



- iv. Contractor will instruct all defendants to forward monies directly to the Kyle Municipal Court. Should the Contractor receive a payment from a defendant, the Contractor shall forward payment directly to the City in the form of the original negotiable instrument received.
 - v. Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the City's outstanding cases including adherence to all Federal and state laws governing collections.
 - vi. Contractor will guarantee that every defendant will be dealt with in a professional and courteous manner.
 - vii. The City may recall for collection efforts and Contractor will not be entitled to any fee for any money collected after any case has been recalled.
 - viii. Contractor will return information on cases submitted for collection services including all information developed by the Contractor regarding the defendant or his whereabouts, as requested by the City.
 - ix. Contractor will guarantee that a full-time customer service representative will be assigned to the City of Kyle and available to address day-to-day issues.
- e. Additional written and/or telephone contacts may be made at the choice of the Contractor within the hours stipulated in d.ii. above.
 - f. Contractor shall work with City to conduct Warrant Round-Up or Amnesty Programs as requested, requiring Contractor to send out additional notices and providing the City with an updated address list of defendants within the Kyle area.
 - g. All information supplied by the City to the Contractor shall be kept confidential and not disclosed to parties other than the Contractor's employees on a need-to-know basis for the purpose of contract performance and to the defendant. Contractor shall not disclose social security number, driver's license number or any other information deemed confidential by the City to anyone other than the defendant. City will notify Contractor of information deemed confidential, as appropriate.
 - h. Both the City and the Contractor will jointly review the appropriate cases for which payment is due to the Contractor on a monthly basis.
 - i. The Contractor will be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended.
 - ii. Contractor will not be entitled to reimbursement for expenses incurred under the Contract.
 - iii. The City shall not be liable under the contract for any services which are unsatisfactory or which the City has not approved.



J. EVALUATION FACTORS

1. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

2. Formal Evaluation

a. Evaluation Process

The City will appoint a selection committee to formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not on the basis of what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial stability, and may also request additional information as determined by the City in its sole discretion.

b. Scoring Format

Each section of the RFP response will be considered a separate selection criterion and will be scored individually. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

c. Point Values: Total 100 Points

I. Offeror Qualifications:	25 Total Points
II. Collection Procedures	20 Total Points
III. Collection Staffing & Systems:	20 Total Points
IV. Monthly Activity Reports:	15 Total Points
V. Cost/Fee Charged to City:	20 Total Points

3. Oral Interview

After the formal evaluations, the City may decide on oral interviews to address specific issues with selected Offerors.

4. Final Selection/Notification

Final selection will be made in accordance with Chapter 252, Texas Local Government Code. The evaluation of the RFP responses and the oral interview (if conducted) will be considered. The Offeror with the highest overall evaluation score shall be recommended to City Council's consideration. The selected contractor or firm will be notified by the City upon selection of the proposal by the City Council.



K. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly describe their proposal.

Offerors shall provide one (1) original and four (4) copies of the response. Each response will be reviewed to determine if it is complete before evaluation. The City reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP. The intent of the City is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal, and not on the basis of what could be inferred.

In order to simplify the review process and obtain the maximum degree of comparison, proposals are to be outlined in the manner described below. Be specific about the Offeror's collection expertise in the sections that follow. Failure to provide a response, answer questions and/or provide documentation, as requested, will result in loss of points in that section. Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

A. Offeror Qualifications (25 Points)

- a) Experience in the area of court collections as it applies to the collection of outstanding Class C Misdemeanor cases and warrants. Specifically list public sector court clients that the Offeror has represented in the past five (5) years and include what type of collections was carried out for them. Separate clients by a) Texas Municipal Courts and b) Texas County Courts.
- b) Experience in Texas courts (minimum of 10 with at least 3 of those courts having similar volume to Kyle). List references from current and previous clients in Texas courts. Preferably Municipal Courts. NOTE: All references requested in this proposal shall include the name of client, name of contact person, physical address, telephone and fax numbers, and the email address of the contact person.
- c) Experience in receiving/transmitting data electronically.
- d) Experience and stability of key staff. State the location of the office, as well as, the number of professional staff employed at that office that will have primary responsibility for the service.
- e) Experience and performance results in conducting an Amnesty and/or Warrant Round-Up Program(s).



B. Collection Procedures (20 Points)

- a) Provide a summary of collection activities and techniques proposed to collect the City of Kyle's outstanding cases and warrants.
- b) Provide detailed explanation of collection methodology including timetable of your work plan and expected rate of recovery.
- c) Describe the methodology for handling customer questions/problems.
- d) Describe the methodology for handling non-English speaking customers.
- e) Provide examples of correspondence that will be used for collecting delinquent fines.
- f) Describe the adequacy of your telephone resources. Provide examples of telephone scripts that will be used for collecting delinquent fines.
- g) Describe the methodology for conducting Amnesty and/or Warrant Round-Up Programs.

C. Collection Staffing & Systems (20 Points)

- a) Identify and describe the qualification and length of service of the lead staff that will be assigned to coordinate and resolve all business matters between the City of Kyle, Texas and the Offeror.
- b) Identify and describe the qualification and length of service of the lead staff that will be assigned to oversee and manage the collection activities for the City of Kyle, Texas.
- c) Describe the qualification and number of collection staff that will be assigned to the collection activities for the City of Kyle, Texas.
- d) Describe experience working and interfacing with client's using L.T. Systems software for municipal court operations.
- e) Provide a brief description of the computer system used and its update capabilities. Describe the adequacy of your data processing resources.
- f) Describe the methodology and procedure for data transfers. Identify the form and frequency of electronic data transfers both to and from your company.
- g) Describe the type of access that will be made available to the City for on-line inquiry.
- h) Describe the ability to maintain records of placements, collections, recovery and producing reports, and billing of for an unlimited number of clients and debtors, and describe back-up capabilities.
- i) Describe the record retention capabilities.



D. Monthly Activity Reports (15 Points)

It is agreed that the successful Offeror shall maintain and make available for inspection, audit and/or reproduction by authorized representatives of the City or any external auditor representing the City, the books, documents, and other relevant information pertaining to the collections carried out for the City and the expenses of this contract.

The Offeror should acknowledge the need for a cooperative effort and open communication between the successful Offeror and the City. The successful Offeror will be required to provide monthly collection activity reports to the City of Kyle, Texas

Please provide the following:

- a) Examples of reports used to document collection results.
- b) Examples of monthly reports that will be provided to the City.
- c) Frequency of reporting and the content of data transmitted to the City.
- d) Flexibility in meeting the City's reporting needs.

E. Cost/Fee Charged to the City (20 Points)

The Offeror's proposal must clearly explain the cost/fee structure and how the City of Kyle, Texas will be invoiced for collection services. The proposal must include at a minimum the following:

- a) Cost/fee/rate for collection services that will be provided to the City of Kyle.
- b) Explain clearly how the cost/fee/rate will be applied per transaction.
- c) Explain clearly how the invoice will be calculated.
- d) Frequency of billing (invoice) submitted to the City of Kyle
- e) Number of days allowed for payment.
- f) Explain if any late charges or interest would be applicable and how it will be calculated.
- g) Provide an example of the invoice/bill that will be used to bill the City.

L. RIGHT OF THE CITY TO REQUEST FURTHER DOCUMENTATION

The City reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the negotiation/award/appointment phase.

Financial statements are being requested to determine the eligibility of a bidder to receive a contract. Financial statements shall be composed of a balance sheet, income statement, and appropriate supporting schedules, such as note disclosures or cash flows, as of the end of the company's most recent fiscal year. Financial statements are to be audited, reviewed, or compiled by an independent Certified Public Accountant. Pro-forma financial statements will not be accepted by the City.



All financial statements are considered confidential information, are reviewed by a member of the City of Kyle's Financial Services Department, and will be returned to the proposer upon request.

M. RIGHT OF THE CITY TO CANCEL REQUEST FOR PROPOSALS, ELECT NOT TO AWARD, REJECT PROPOSALS, AND WAIVE INFORMALITIES OR IRREGULARITIES

The City expressly reserves the right to cancel this RFP at any time, to elect not to award any or all of the contracts cited in this RFP, to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

N. EQUAL OPPORTUNITY IN CITY BUSINESS CONTRACTING

Race, religion, sex, color, ethnicity, and national origin will not be used as criteria in the City's business contracting practices. Every effort will be made to ensure that all persons regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the City.

O. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

P. PROPOSAL COPIES

OFFEROR'S MUST SUBMIT THE ORIGINAL AND FOUR (4) COPIES OF THE SEALED PROPOSAL PRIOR TO THE DUE DATE/TIME DEADLINE AT THE FOLLOWING ADDRESS:

Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle
P.O. Box 40
Kyle, Texas 78640



FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE. The original must be clearly marked "ORIGINAL" and the copies must be clearly marked "COPY".

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of the City of Kyle, Texas when received.

Q. PROPOSAL PREPARATION COSTS

Issuance of this RFP does not commit the City of Kyle, Texas, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the City of Kyle, Texas to enter into contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

R. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City of Kyle, Texas will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.



S. CONFLICT OF INTEREST

The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Kyle, Texas.

By signing and submitting the Proposal, the Offeror certifies and represents to the City the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Request for Proposal.

T. ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, Offerors, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the Kyle City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude Offerors from discussing other matters with City Council members or City Staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

U. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign proposal will disqualify the proposal from being accepted by the City of Kyle, Texas.



ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City of Kyle, Texas is seeking a solution, as described in the General Information Section B, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of the City of Kyle, Texas. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals).

A Purchase Order/Contract will be awarded to a qualified Offeror submitting the best proposal. The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

The final selection and award of a contract can only be authorized by the City Council of the City of Kyle, Texas.



APPENDIX A

CITY OF KYLE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Kyle, Texas shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted by the successful Offeror prior to contract execution. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars.

Type of Contract

Type and Amount of Insurance

Professional Services

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products Coverage.

Professional Liability Insurance with a minimum of \$1 million per occurrence and \$2 million aggregate.

Workers Compensation insurance as required by state law.



Notices

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All copies of the Certificates of Insurance shall reference the project name or RFP number for which the insurance is being supplied.

All notices shall be given to the City at the following address:

Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle
P.O. Box 40
Kyle, Texas 78640