



**CITY OF KYLE, TEXAS**

**REQUEST FOR PROPOSALS (RFP)**

**RFP 2015-01-PM  
AUDIT OF CITY SALES TAX COLLECTIONS**

**PROPOSAL DUE DATE:  
FEBRUARY 27, 2015 AT 2:00 P.M. (CST)**

**ISSUED BY:**

**City of Kyle, Texas  
Financial Services Department**



**NOTICE OF REQUEST FOR PROPOSALS  
RFP NO. 2015-01-PM**

**AUDIT OF CITY SALES TAX COLLECTIONS**

The City of Kyle will accept sealed Proposals for Audit of City Sales Tax Collections **until 2:00 P.M., February 27, 2015**, in the City's Financial Services Department. **Proposals received after this time will not be considered.**

Proposals will be acknowledged on March 2, 2015 at 8:00 A.M. Attendance is not required. All interested persons are invited to attend the acknowledgement at the City of Kyle, Financial Services Department's Conference Room, Kyle City Hall, 100 W. Center Street, Kyle, Texas.

Please mark on the outside of the envelope and on any carrier's envelope: "RFP No. 2015-01-PM for Audit of City Sales Tax Collections", and send to the attention of Mr. Perwez A. Moheet, CPA, Director of Finance, 100 W. Center Street, Kyle, Texas 78640 (physical location) or P.O. Box 40, Kyle, Texas, 78640 (mailing address).

The City of Kyle will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the City of Kyle by the given deadline above. Electronic transmission or facsimile of Proposals will not be accepted.

The City of Kyle reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Kyle.

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



**CITY OF KYLE, TEXAS**  
**ACKNOWLEDGEMENT FORM**  
**(Complete & Submit Upon Receipt)**

Request for Proposals for Audit of City Sales Tax Collections.

Please fax or mail this page upon receipt of the RFP package and legal notice.

Check one:

- Yes, I will be able to send a response based on RFP package received.**
- Yes, I will be able to send a response based on RFP package obtained from the City of Kyle's website.**
- No, I will not be able to send a response to this RFP for the following reason:**

\_\_\_\_\_

\_\_\_\_\_

If you are unable to send your response to this RFP, kindly indicate your reason above and return this form to Mr. Perwez A. Moheet, CPA, Director of Finance, City of Kyle **via fax to: (512) 262-3800**. This will ensure you remain active on our vendor list.

Date \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Email: \_\_\_\_\_



**ETHICS STATEMENT**  
**(Complete and Return this Form with Response)**

The undersigned firm, by signing and executing this RFP, certifies and represents to the City of Kyle that the firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this RFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Kyle concerning this RFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this RFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Kyle in return for the person having exercised their person's official discretion, power or duty with respect to this RFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Kyle in connection with information regarding this RFP, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

**THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF KYLE, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES AND LIABILITIES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS RFP.**

I have read all of the specifications and general RFP requirements and do hereby certify that all items submitted meet specifications.

FIRM: \_\_\_\_\_

OFFICER NAME: \_\_\_\_\_

OFFICER SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEFAX: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

DEVIATIONS FROM SPECIFICATIONS IF ANY:

\_\_\_\_\_  
\_\_\_\_\_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(Complete and Return this Form with Response)**

Name of Entity: \_\_\_\_\_

The prospective participant certifies to the best of their knowledge and belief that they, the principals in the firm, and the firm:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible from providing audit services, record review and examination services, financial advisory services, associated management services, and or voluntarily surrendered their license to provide such related services in the State of Texas and or the United States of America.
2. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from conducting any business and or financial transactions by any department or agency of Federal, State, and or local government.
3. Have not been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in item 3 above of the certification; and
5. Have not within a five year period preceding this RFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is attached.



**AUDIT OF CITY SALES TAX COLLECTIONS  
(RFP 2015-01-PM)**

**A. DESCRIPTION OF THE CITY**

The City of Kyle is a political subdivision and municipal corporation of the State of Texas (the "State"), duly organized and existing under the laws of the State including the City's Home Rule Charter, initially adopted by the voters in the year 2000.

The City operates as a Home Rule City under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City of Kyle. The City covers approximately nineteen square miles and has an estimated population of 32,000 in 2015.

Kyle is a thriving community having easy access to major highways and roadways including Interstate Highway 35. Kyle is strategically located eight miles north of San Marcos, twenty miles south of Austin and sixty miles north of San Antonio. Kyle is the second largest city in Hays County and enjoys a south central location convenient to most major population and employment centers in Texas.

**B. THE CITY COUNCIL**

The governing body of the City, the City Council, is comprised of a Mayor and six Council Members each elected for a term of three years. The Mayor and Council Members for Place 1, 3, and 5 are elected from the City at-large. Council Members for Place 2, 4, and 6 are elected from single member districts. The current members of the City Council are:

Mayor:	R. Todd Webster
Mayor Pro Tem:	Diane Hervol, District 1
Council Members:	Becky Selbera, District 2 Shane Arabie, District 3 David Wilson, District 4 Samantha Bellows-LeMense, District 5 Tammy Swaton, District 6

**C. INTENT**

The City of Kyle, Texas, hereinafter referred to as "the City", is soliciting proposals for Audit of City Sales Tax Collections. It is the City's desire to contract with a firm to perform an audit of state and city records to determine if:

1. All businesses operating within the City of Kyle that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts.



2. All internet sales that are subject to local City of Kyle sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts,
3. The City of Kyle is being correctly allocated all city sales and use tax due each month from the Texas State Comptroller of Public Accounts, and
4. Coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure that collection of any unrealized sales tax revenue to the City.

The Offeror submitting the successful proposal must clearly demonstrate its ability to not only perform the audit and examine the records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

**D. PROPOSAL SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS**

One (1) original and three (3) copies of the response, including all required forms and applicable supporting documentation, are required. The original must be clearly marked "ORIGINAL".

Proposals are due no later than February 27, 2015 by 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 #2015-01-PM – AUDIT OF CITY SALES TAX COLLECTIONS**

Responses received after the above date and time submission deadline will be rejected. Timely proposals will be opened on the date specified in the RFP. 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.

#### **E. 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 February 13, 2015 and shall be emailed to Mr. Perwez Moheet, CPA, Director, Financial Services Department at [pmoheet@cityofkyle.com](mailto: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.

#### **F. CONTRACT TERM**

The initial contract shall be for a one (1) year period commencing on April 1, 2015. The City shall have the option to extend the term of the contract for two (2) additional one-year periods.

#### **G. CANCELLATION**

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. The successful contractor/firm 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.

#### **H. AUDIT OF CITY SALES TAX COLLECTIONS REQUIRED**

##### **Background**

The City of Kyle imposes a 1.50 percent local sales tax on all retail sales, leases and rentals of most goods, as well as taxable services. Each month, the Texas Comptroller of Public Accounts allocates sales tax receipts entitled to the City of Kyle and sends a payment to the City for its share of local sales tax collected.





### Nature of Services Required

The City of Kyle is soliciting proposals from qualified firms to perform an audit of city sales tax collections. Proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, and timelines to be included in the audit plan for examining records in order to determine unrealized sales tax revenue is due to the City of Kyle.

- Determine if all businesses operating within the City of Kyle that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts
- Determine if all internet sales that are subject to local City of Kyle sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts
- Determine if the City of Kyle is being correctly allocated and paid all city sales and use tax due from the Texas State Comptroller of Public Accounts, and
- Identify, document, and correct any business entity operating within the City limits of Kyle from which the City is not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct misclassification of revenue subject to sales tax reported by any business entity operating within the City limits of Kyle resulting in the City not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct any city sales and use tax reporting omissions and or errors.
- On behalf of the City, coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure collection of any unrealized sales tax revenue due to the City.
- Provide written reports on a monthly basis on the findings and results of the ongoing examination.

### **I. 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:



1. Have adequate technical and financial resources for performance.
2. Have the necessary experience, organization, technical skills and capabilities for conducting audits of sales tax collections for cities, correction of records, recovery of unrealized sales tax revenue, and coordination with the Texas Comptroller of Public Accounts for correction of records.
3. Have a satisfactory record of performance in conducting audits of sales tax collections for cities, correction of records, recovery of unrealized sales tax revenue, and coordination efforts with the Texas Comptroller of Public Accounts.
4. Have a minimum of five (5) years of providing audit services for sales tax collections for similar or larger size municipalities such as the City of Kyle, Texas.

#### **J. OTHER REQUIREMENTS**

It will be the Contractor's responsibility to assure compatibility of City and Texas Comptroller's data files and transmittal medium to the Contractor's computer system. The Contractor shall bear all costs, if necessary, for data conversion and any incidental costs related to data transfer.

All information supplied by the City and the Texas Comptroller 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.

#### **K. 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.

#### **L. COMPENSATION**

It is anticipated by the City of Kyle that the compensation for this audit will be on a contingency fee basis as a percentage of actual revenue recovered.

An Offeror's proposal in response to this RFP must include a section titled "Compensation" for audit of City sales tax collection. In this section the proposer must clearly outline and disclose how the compensation for the audit services will be determined, calculated, and billed to the City. In addition, this section the Offeror must also provide examples to describe in detail how the compensation will be determined, calculated, and billed including billing frequency.



## **M. PROPOSAL FORMAT**

The proposer must include the following items in their proposal and discuss each in complete detail:

1. A Transmittal Letter from an authorized representative of the responding firm that has the authority to bind the firm by entering into a formal contract for service.
2. Completed Vendor Acknowledgement Form.
3. Discuss understanding of the scope of work being requested by the City of Kyle under this solicitation.
4. Discuss how the responding contractor/firm meets the proposer's qualifications outlined in Section I.
5. Proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, procedures, and timeline for accomplishing the scope of work specified in this RFP for audit of city sales tax collections including software, platform, etc.
6. Provide a list and resume of personnel that will be assigned to this project.
7. Provide a time table or project schedule for completing the required scope of work.
8. Discuss compensation methodology for audit of City sales tax collection. The proposer must clearly outline and disclose how the compensation for the audit services will be determined, calculated, and billed to the City. In addition, this section must also provide examples to describe in detail how the compensation will be determined, calculated, and billed including billing frequency. Please be absolutely clear and specific in your response.
9. Provide a minimum of five (5) references of municipalities or local governments where the proposer has completed a similar scope of work for audit of sales tax collections.

## **N. SELECTION AND AWARD PROCESS**

All proposals received by the City of Kyle in response 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 may be identified for interviews by the evaluation committee.

1. Selection will be based on the evaluation factors described in this RFP.
2. The evaluation committee will recommend a qualified firm 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.



3. 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.

#### **O. EVALUATION FACTORS**

The City will evaluate all proposals received under this solicitation using but not limited to the following factors:

1. Completeness of proposal submitted
2. Understanding of the scope of work and services required
3. Proposer's qualifications and experience
4. Offeror's methodology, strategies, and procedures proposed to accomplish the scope of work and other requirements specified by the City in this RFP
5. Project schedule
6. Qualification and experience of personnel assigned
7. Compensation/fee proposal

#### **P. 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.

#### **Q. 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.

#### **R. 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.

#### **S. 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 and requirements 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.

#### **T. PROPOSAL COPIES**

OFFEROR MUST SUBMIT AN ORIGINAL AND THREE (3) 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".

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.

#### **U. 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.

#### **V. 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.

#### **W. 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.

#### **X. ANTI-LOBBYING PROVISION**

During the period between proposal submission date and the contract award, Offerors, including their agents and representatives, shall not 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.

#### **Y. 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.

**Z. TERM APPLIED INTERCHANGEABLY**

The term offeror, proposer, contractor, firm, consultant, or responder are interchangeably used throughout this RFP document to mean the same qualified entity or an individual submitting a proposal in response to this solicitation.



## **ABOUT THIS DOCUMENT**

This document is a Request for Proposal (RFP). It differs from an Invitation to Bid in that the City of Kyle, Texas is seeking a solution, as described in the RFP, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposal 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 may 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

