



CITY OF KYLE, TEXAS
REQUEST FOR PROPOSALS (RFP)

RFP 2016-01-PM
BANK DEPOSITORY SERVICES

PROPOSAL DUE DATE:
FEBRUARY 19, 2016 AT 2:00 P.M. (CST)

ISSUED BY:

City of Kyle, Texas
Financial Services Department



**NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 2016-01-PM**

BANK DEPOSITORY SERVICES

The City of Kyle will accept sealed Proposals for Bank Depository Services **until 2:00 P.M., February 19, 2016**, in the City's Financial Services Department. **Proposals received after this time will not be considered.**

Proposals will be acknowledged on February 22, 2016 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. 2016-01-PM for Bank Depository Services", 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 Bank Depository Services.

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, and or declared ineligible from providing bank depository services, financial management, financial records management, financial advisory services, any 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 ten (10) 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.



**BANK DEPOSITORY SERVICES
(RFP 2016-01-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 34,000 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: David Wilson, District 4

Council Members: Diane Hervol, District 1
Becky Selbera, District 2
Shane Arabie, District 3
Damon Fogley, District 5
Daphne Tenorio, District 6

C. REQUEST FOR PROPOSAL (RFP)

The City of Kyle, Texas, hereinafter referred to as "the City", is requesting proposals for Bank Depository Services from qualified banking institutions. Qualified institutions eligible to respond to this Request for Proposal include those that meet the requirements defined in the Texas Local Government Code Chapters 105 and 2257, have at least one full service banking facility located within the city limits of Kyle, must be insured, and



must demonstrate the capacity to meet all of the requirements of the City of Kyle as stated in this RFP.

Banking services being requested under this RFP include full service basic banking services including but not limited to receiving deposits, remote deposits, paying items, wire transfers (in and out), stop payments, positive pay verifications, credit card services, ACH services, account analysis, records management, monthly statements, check printing services, special reports, meeting daily collateral requirements, quarterly feedback meetings, etc.

This RFP is intended to serve as the bid for the depository agreement. This depository agreement will not cover investment transaction activities. The City plans to manage its investment portfolio under a separate agreement in accordance with its Investment Policy, as adopted.

By submitting proposal in response to this RFP, depositories will be deemed to agree to the service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis for the Bank Depository Services agreement.

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 19, 2016 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 #2016-01-PM – BANK DEPOSITORY SERVICES



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 5, 2016 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.

F. CONTRACT TERM

The initial contract shall be for a three (3) year period with option to renew for two (2) successive one-year terms. Anticipated contract start date is May 1, 2016.

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 under the contract to the City’s satisfaction. Thereafter, either party may terminate the contract by giving the other party ninety (90) days prior written notice. The successful banking institution may not assign the contract to any other party.

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. REQUIRED BANKING SERVICES

The City of Kyle plans to maintain an Operating Account which will cover most of the day to day banking transactions and activities. The Operating Account will be used to make and receive daily deposits including remote deposits, ACH deposits, wired fund deposits, cash deposits, and for making payments to City’s various vendors by checks and wired funds as well as for biweekly payroll payments to employees by checks and direct deposits (ACH), etc.



This section lists all the services to be provided by the bank under this agreement.

1. ACCOUNT STRUCTURE: The bank is to provide an operating account and at least two other separate banks accounts for restricted special purpose government funds. Daily balance and detail transaction reporting is available online and made accessible for City's use.
2. COLLATERALIZATION OF DEPOSITS: The bank must agree to obtain and maintain acceptable collateral at all times sufficient to cover at least 102 percent of all anticipated time and demand deposits above the FDIC insured limit amount. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company.

The bank will execute a tri-party safekeeping agreement with the City and the safekeeping entity bank for safekeeping of these securities. Collateral must be maintained at a minimum of 102 percent and marked to market at least once a month. Substitution will be approved by the City and not duly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will identify by name of the safekeeping bank for collateral.

The proposal must describe in detail the bank's policy and procedures to ensure collateralization of funds in full compliance with the requirements of the Texas Public Funds Investment Act. The proposal should also include samples of policy, procedures, daily collateralization coverage reports, etc.

3. AUTOMATED DAILY BALANCE REPORTING & ACCESSIBILITY: The City requires a secure automated PC/Web-based reporting system for access to the closing ledger and available balances. Stipulate the time at which access is available and describe the system to be used. Reporting should include balance and detail reporting. Sample reports should be included in the proposal.
4. SWEEP ACCOUNT PROVISIONS: If the City chooses, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option. Describe the sweep options and if a money market fund is used, provide a prospectus. Also describe the compliance with collateralization requirements for the sweep account.
5. STANDARD DEPOSIT SERVICES: The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The proposing bank should specify in the proposal its deposit requirements, commercial and retail deposit locations, including night deposit services and procedures. All checks deposited by the City which do not clear the first time shall be submitted for payment a second time before returning to the City.
6. STANDARD DISBURSING SERVICES: Standard disbursing services for all accounts are required to include payment of all checks upon presentation.



7. POSITIVE PAY SERVICES: The City requires that its depository bank must provide positive pay services. The proposal must describe in detail the bank's policy, procedures, and deadlines for the positive pay services that will be provided to the City to protect all form of payment disbursements and withdrawals from its accounts at the proposing bank.
8. WIRE TRANSFER SERVICES: A standard wire transfer agreement will be executed with the bank. The proposal should include a copy of the proposing bank's standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures. If wire transfer requests are available online, complete information describing the wire transfer policy, procedures, safeguards, and other details should be included in the proposal.
9. GENERAL ACH SERVICES & DIRECT DEPOSITS: The City receives payments from agencies and customers using ACH services. In addition, the City utilizes ACH services for its bi-weekly payroll and associated payroll tax and other deductions. Describe in detail the requirements and deadlines for ACH transactions. The proposal should indicate the deadline by when funds will be received by employees' as well as other receiving banks.
10. REMOTE DEPOSIT SERVICES: The City requires remote deposit services including all associated software and hardware in order to be able to process multiple deposits by individual cashiers for utility and court payments received. The proposal must describe policy, procedures, and deadlines for the bank's remote deposit services including type of equipment and software to be used.
11. OVERDRAFT PROVISIONS: The City does not intend to have an overdraft position on any of its bank accounts. In the event a check or checks are presented for payment on any City account with insufficient funds available for payment, the City will require the bank to honor the City's check and immediately notify the City's Director of Finance of the overdraft situation. The City agrees to cover all overdraft within one business day, unless the overdraft is caused due to an error by the City's bank.
12. STOP PAYMENT SERVICES: The proposal must describe policy, procedures, and deadlines for the bank's stop payment services including automated and manual types.
13. LOCKBOX SERVICES: The City may elect to utilize lockbox services for certain revenue collections. Please describe this type of service provided including the lockbox location and a full description of the lockbox services.
14. CURRENCY CHANGE SERVICES: The City, frequently requires its depository bank to assist in making and providing change of large bills totaling under \$500.00 into appropriate denominations for use by its retail customer service cashiers.
15. REPORTING & ACCOUNT ANALYSIS: Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. A sample account analysis format must be provided as part of the



proposal. Samples of monthly statements should also be provided. The monthly statements are to be received within five (5) business days of the following month. The monthly statements must coincide with the calendar months.

16. **BANKING SUPPLIES**: The proposal must clearly identify and describe the types of, quantity, and frequency of banking supplies that will be made available for the City's use at no cost to the City such as deposit bags, deposit slips, etc.
17. **ACCOUNT EXECUTIVE**: A senior level account executive must be assigned to the City's account to coordinate the account services and expedite the solution of any problem. A trained and knowledgeable backup for the account executive familiar with the City's account and service needs should be assigned and identified by name and title in the proposal including a brief biography of the account executive to be assigned to the City's bank account.

I. BANKS' COMPENSATION

The City is interested in a compensating balance based methodology. The proposal must include a detailed explanation of the methodology for calculating compensation for banking services. If fees are chosen as part of the compensation methodology, the proposal must include an itemized schedule of all fees and service charges anticipated and applicable to the City's bank account. A sample itemized schedule is provided in Appendix B titled Banking Service Charges.

J. OTHER REQUIREMENTS

The following stipulations will be made a part of the agreement with the City's selected depository bank:

1. The contents of the proposal and all representations made in the proposal by the selected bank will be made part of the agreement.
2. The bank's records relating to the City's accounts shall be open to review by either authorized City staff or City's appointed independent auditors during normal business hours.
3. The City shall require a meeting with the assigned bank officer at least on a quarterly basis to review satisfaction with bank's performance and services provided and to resolve any outstanding issues.
4. Notwithstanding any other provisions of the agreement, the respective rights and obligations of the parties shall remain in force and not otherwise be affected by the merger of the City's depository bank.

K. 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.

L. 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.

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 agreement for depository banking services.
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 in detail how the responding financial institution will perform all of the required banking services listed in Section H.
5. Provide all requested sample reports, statements, policies and procedures as requested under Section H and other applicable sections of this solicitation.
6. Provide a list and resume of bank officials that will be assigned to the City's bank account and in the performance of the agreement with the City for depository banking services.
7. Provide a detailed explanation of all compensation to be charged by the bank for services and provide an itemized list of all anticipated fees and charges applicable to the City's bank accounts.

N. SELECTION AND AWARD PROCESS

All proposals received by the City of Kyle in response to this RFP will be reviewed by an evaluation team, which may include senior management representatives, a financial officer, and/or an independent consultant.

1. Selection will be based on the evaluation factors described in this RFP.
2. The evaluation team will recommend a qualified banking institution to the Kyle City Council. The City Council will make the final selection of the depository bank based on the evaluation team'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. Bank's availability of required services
4. Bank's ability, policy, and procedures to meet collateralization requirements
5. Bank's online accessibility, availability of reports, etc.
4. Safety and creditworthiness of bank
5. Compensation: fees and charges to be applied to the City's accounts

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 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 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 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 Offeror 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



Appendix B Banking Service Charges

Any and all anticipated service charges must be shown on this form to be applicable under this agreement. Add additional lines as required.

Service Unit	Unit Charge	Cost of Service
Account Maintenance	Per Month	
Daily Balance Reporting	Per Month	
Zero Balanced Accounts		
Master Account	Per Month	
Subsidiary Accounts	Per Month	
Credit Posted	Per Transaction	
Debits Posted	Per Transaction	
Encoding charge	Per Transaction	
ACH Processing	Per Transaction	
Origination of file	Per Tape	
ACH deletions	Per Transaction	
ACH entries	Per Transaction	
Returned Checks	Per Transaction	
Controlled Disbursement	Per Account/ Per Month	
Reconciliation	Per Month	
Sort list tape	Per Transaction	
Sort & list	Per Transaction	
Items Deposit		
Deposits	Per Transaction	
Commercial Deposits	Per Transaction	
Group I Items	Per Transaction	
Group II Items	Per Transaction	
Group III Items	Per Transaction	
Group IV Items	Per Transaction	
Stop Payments	Per Transaction	
Wire Transfers		
Incoming	Per Transaction	
Outgoing	Per Transaction	
Investment Safekeeping		
S/keeping interest/credit	Per Transaction	
S/keeping receipt deposit	Per Transaction	
S/keeping outgoing	Per Transaction	
Securities DVP FRB	Per Transaction	
Securities DVP NY	Per Transaction	
Check Printing	Per Transaction	
Extra Statements	Per Transaction	
Disposable Bank Bags	Per Transaction	
Lockable Bank Bags	Per Bag	
Lockbox	Per Month	
Cutbacks	Per Transaction	
Special handling	Per Transaction	
Positive Pay Services	Per Month	

