



CITY OF BLANCO, TEXAS
REQUEST FOR PROPOSALS (RFP)

RFP 23-002

MUNICIPAL COURT COLLECTION SERVICES

PROPOSAL DUE DATE:
MARCH 8, 2023, AT 4:00 P.M. (CST)

ISSUED BY:
City of Blanco, Texas

**CONTRACTOR ACKNOWLEDGEMENT FORM
MUNICIPAL COURT COLLECTION SERVICES
(RFP 23-002)**

The undersigned hereby certifies that he/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. Contractor further certifies and agrees to furnish any or all products/services 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

Address, Phone and Fax for 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.

MUNICIPAL COURT COLLECTION SERVICES (RFP 23-002)

Please ensure that you complete and return the following documents and information to the City of Blanco (City) Finance Department to the address shown in Section B of the Request for Proposal before the submission deadline. Late submittals will not be accepted.

PROVIDED

REQUIREMENTS:

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One (1) ORIGINAL copy and five (5) 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.

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Contractor 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.**

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Insurance Requirement Affidavit (Appendix A) or provide a copy of your current Certificate of Insurance.

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Complete responses requested in RFP under Section K, Response Format and Preparation Instructions.

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Provide financial reports as outlined in Section L, Right of the City to Request Further Documentation.

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Provide five (5) court client 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.

ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City is not seeking a bid/quotation that meets the City's specifications at the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Sealed proposals will be evaluated based upon responses to the required services outlined in Section I. Quality of services, professional experience, comparable performance, positive references, additional services or capabilities will be prioritized over price.

The proposal evaluation criteria in Section J should be viewed as standards that measure how well a Contractor's approach meets the desired requirements and needs of the City. The City will thoroughly review all proposals received. The City will also use its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Contractors (after receipt of all proposals).

A Purchase Order/Contract will be awarded to the qualified Contractor 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, qualifications, and desired performance levels.

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

Schedule for this RFP

- Solicitation Posted: February 15, 2023
- Questions Due: February 27, 2023
- Review Questions: March 3, 2023
- Addenda to respond to questions posted: March 3, 2023
- Proposals Due: March 8, 2023
- Team Review: March 9-10, 2023
- Award: Month, March 14, 2023

**MUNICIPAL COURT COLLECTION SERVICES
(RFP 23-002)**

IINTENT

The City of Blanco, 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 Contractor to collect fees for Class C Misdemeanor violations that are past due and/or in warrant status.

The Contractor 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.

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

One (1) original and five (5) 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 March 8, 2023 at 4:00 p.m., Central Standard Time. The responses must be bound and sealed when submitted. The response material must be addressed and delivered to:

**Laurie Cassidy
City Secretary
City of BLANCO
300 Pecan Street
Blanco, Texas 78606**

The outside of the sealed envelope or container must state:

RFP 23-002 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 negotiation process. All proposals that have been submitted timely shall be open to public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and 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 4:00 p.m. on March 8, 2023, and shall be emailed to Laurie Cassidy, City Secretary at citysec@cityofblancotx.gov

The City’s RFP is structured to encourage competitive proposals. It is the Contractor’s responsibility to advise the City’s Director of the Finance Department if any language, requirements, etc., or any combinations thereof, inadvertently restricts or creates a non-competitive, single source outcome.

D. CONTRACT TERM

The initial contract shall be for a two (2) year period commencing on date of award. 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 Contractor 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 Contractor does not perform 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 Contractor shall have an additional thirty (30) days to collect the outstanding accounts. The successful Contractor may not assign the contract to any other party without the prior written consent of the City.

The City 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 CONTRACTOR

By submitting a proposal, the Contractor certifies that they are duly qualified, capable, and financially stable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Contractor must not be indebted to the City and shall not owe any back taxes to the City. The Contractor warrants that they are familiar with all laws, regulations, and court processes applicable to the type of business required herein.

The contract will be awarded by the City to a responsible Contractor. To qualify as responsible, a Contractor must meet the following qualifications as they relate to this request for proposals.

- Demonstrates adequate technical and financial resources for consistent performance.
- Employees the necessary personnel, collection infrastructure, and management/legal experience in the field of municipal court collection service accounts.
- Maintains a satisfactory record of performance in municipal court collection programs.
- Possesses a minimum of five (5) years of collection experience in the municipal court service industry for similar to or larger sized Texas municipalities as the City.
- Must be able to provide collection and financial reports.

G. EXCEPTIONS

Any exceptions to the requirements stated herein must be submitted in writing in the Contractor'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, for consideration to be given to the proposal.

H. SELECTION AND AWARD PROCESS

- a. Responses to this RFP will be reviewed by an evaluation committee, which may include senior City management representatives, a financial officer, and/or an independent consultant. A short list of potential Contractors will be identified and may be interviewed by the evaluation committee.
- b. Selection shall be based on the evaluation factors published in Section J of this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.
- c. If the City is unable to negotiate a satisfactory contract with the most highly qualified Contractor, the City shall formally end negotiations with that Contractor and begin negotiations with the second most highly qualified Contractor.
- d. Negotiations shall be undertaken in this sequence until a contract is made. The evaluation committee may allow proposal revisions after submission to obtain the best final proposal. Following the interviews and negotiations, the evaluation committee will recommend a Contractor to the City Council. The City Council will make the final selection based on the evaluation committee's recommendation and whether the qualified Contractor's proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in this RFP.
- e. 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 City Municipal Court currently has _____ outstanding warrants with a balance of \$ _____. The court issues approximately _____ warrants a year with a total average value of \$ _____ annually.

2. Nature of Services Required

- a. The City's court department will provide files electronically to the successful Contractor of those persons having outstanding City Municipal Court cases. This information can include, but is not limited to the following:
 - 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.
 - City will provide current file layouts. Electronic transfer of data must include the Contractor having a PC that enables the City to Email an attachment or upload to the Internet via secure FTP. The Contractor must be able to receive and return City files.

- 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 for data conversion to make the City's computer system compatible with the Contractor's and for any incidental costs related to the data transfer.
- b. The City will send outstanding misdemeanors warrants and cases to the Contractor monthly:
- Active Alias Warrants -These are warrants in which no judgment has been entered assessing any sums due from the defendant in the case; the defendant is subject to immediate arrest to answer for the pending criminal charge.
 - Active Capias Pro Fine Warrants -These are warrants in which a judgment has been entered assessing a sum owed by the defendant to discharge the defendant from liability; the defendant is also subject to immediate arrest.
 - Outstanding Cases -These cases are outstanding Class C Misdemeanors for traffic, non-traffic, and parking violations that occurred within 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.
- The History File shall be provided one time only. This file will contain the entire backlog of active warrants and cases.
 - The Collect and Warrant File shall be issued on a regular or as needed basis and shall contain those cases that are Active Warrants that were processed by the City Police Department.
- d. Contractor agrees to perform the following:
- 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.
 - 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 rotating telephone and letter communications. Voice/telephone contact attempts shall be limited to the hours between 8:00 A.M. and 9:00 P.M., Monday through Saturday. No Sunday contacts will be attempted.
 - Contractor will submit written scripts for telephone contacts and collection notices for approval by the City for each type of case/warrant submitted to Contractor for collection services. The Contractor shall pay all costs related to telephone and written communications.
 - Contractor will instruct all defendants to forward monies directly to the City Municipal Court. Should the Contractor receive a payment from a defendant, the Contractor shall forward payment directly to the City within the next business day.
 - Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the City's outstanding cases and warrants while adhering to all federal and state laws governing collections.
 - Contractor will guarantee that every defendant will be dealt with in a professional and courteous manner.
 - The City may recall any account; the Contractor will not be entitled to any fee for any money collected after any case has been recalled.

- Contractor will return information on cases submitted for collection services including all information developed by the Contractor regarding the defendant or account holder on his/her whereabouts, as requested by the City.
 - Contractor will assign a customer service representative to the City to address day-to-day collection issues.
- e. Additional written and/or telephone contacts may be made at the choice of the Contractor within the hours stipulated in d. above.
- f. Contractor shall assist the City Police Department with its Warrant Round-Up, or Amnesty Programs as requested, by sending out additional notices and providing the City with an updated address list of defendants within the City's incorporated boundaries.
- 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 sensitive information deemed confidential by the City to anyone other than the defendant. The City will notify Contractor of information considered confidential, as appropriate.
- h. Both the City and the Contractor will jointly review the appropriate case sor warrants for which payment is due to the Contractor monthly.
- The Contractor will be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended.
 - Contractor will not be entitled to reimbursement for expenses incurred under the Contract.
 - The City shall not be liable under the contract for any services that are unsatisfactory or that 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 and in the proper order.

2. Formal Evaluation

- **Evaluation Process**

The City will 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 based on 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.

- **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.

POINT VALUES:

- Contractor Qualifications: 25 Total Points
- Collection Procedures 20 Total Points
- Project Personnel 20 Total Points
- Collection Technology & Monthly Activity Reports: 25 Total Points
- Cost/Fee Charged to City: 10 Total Points

PROPOSAL POINTS: 100

BONUS POINTS FOR CLARITY & BREVITY 5

TOTAL POINTS POSSIBLE 105

3. Oral Interview

After the formal evaluations, the City may decide on oral interviews and/or a presentation to the City Council to address specific questions or issues with selected Contractors.

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 Contractor with the highest overall evaluation score shall be recommended to the City Council for consideration. The selected Contractor will be notified by the City upon selection by the City Council.

K. RESPONSE FORMAT, PREPARATION & SUBMISSION INSTRUCTIONS

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

Contractors shall provide one (1) original and five (5) copies of the response. One electronic pdf copy of the response must be emailed to the City at emailaddress@City.tx.us. Proposals are due no later than March 8, 2023 at 4:00 p.m., Central Standard Time.

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. Proposals will be evaluated based on the material presented in the proposal, and not on what may be inferred. Contractors should strive for clarity and brevity in all documentation.

To simplify the review process and obtain the maximum degree of comparison, proposals must adhere to the outline and order below. Be specific about the Contractor’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 (A, B, C, D, and E) on a separate page. Number the pages in each section consecutively. Each page shall have the RFP number and name of the Contractor indicated clearly at the lower right corner.

A. Offeror Qualifications (25 Points)

1. Experience in court collections as it applies to the collection of outstanding Class C Misdemeanor cases and warrants. List court clients that the Contractor 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.
2. References from Texas courts, preferably municipal courts. Provide a minimum of 5 with at least 3 of those courts having volumes similar to the City's Court.
 - a) All references requested in this proposal shall include the name of the court client, name of contact person, physical address, telephone and fax numbers, and the email address of the contact person.
 - b) Provide cumulative recovery and resolution performance for each reference; include data on the percentage of accounts that are aged/ delinquent more than two years.
3. Ability to collect court debts legally and ethically. Provide BBB, ACA and any other professional rankings associated with your business.
4. Compliance with the Fair Debt Collection Practices ACT, Fair Credit Reporting Act and the Federal Trade Commission's rules and regulations.
5. Assistance with Amnesty, Warrant Round-Up, and with providing other services and innovative programs to facilitate collection on outstanding court warrants.

B. Collection Procedures (20 Points)

1. Summarize your collection activities and techniques proposed to collect the City's outstanding warrants and cases.
2. Explain your collection methodology and include a timetable for your work plan.
 - Do you stratify accounts by age or amount owed?
 - When do you recommend an account be coded as uncollectible?
3. Provide examples of correspondence that will be used for collecting delinquent court fines and fees.
4. Describe your contact center/customer service operations and resources.
5. Discuss your methodology for handling customer questions/problems.
6. Describe the methodology for handling non-English speaking customers.
7. Identify all payment options available to defendants.
8. Profile any additional services/tools available to help collect outstanding cases.

C. Project Personnel (20 Points)

1. State the location of the office, as well as the number of professional employees at that office with a primary responsibility for the City's collection program.
2. Submit an organization chart that identifies all key personnel for the City's collection program.
3. Identify the individuals that will coordinate and resolve all business matters between the City and the Contractor and include their experience and length of service with the Contractor.
4. Identify and describe the qualifications and tenure of the primary staff that will be assigned to oversee and manage the collection activities for the City.
5. Describe collection staff qualifications, training and discipline as needed.

D. Collection Technology & Monthly Activity Reports (25 Points)

1. Discuss your experience working and interfacing with City Incode software for municipal court operations.
2. Provide a brief description of the computer system used and its update capabilities.
3. Describe the adequacy of your data processing resources.

4. Provide an overview of procedure for data transfers and include the form and frequency of electronic data transfers both to and from your company.
5. Explain your record retention capabilities and policies.
6. Describe your reporting process/policy.
7. Identify the type(s) of access that will be offered to the City for on-line inquiry and reporting.
8. 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.
9. Include samples of reports used to document collection results that will be provided monthly.

E. Cost/Fee Charged to the City (10 Points)

The Contractor's proposal must clearly explain the cost/fee structure and how the City will be invoiced for collection services. In 2003, the Texas Legislature amended the Texas Code of Criminal Procedure, Article 103.0031, to allow municipal courts to assess a flat 30 percent fee collection fee on all accounts 60 days past due that they refer to a collection firm. Defendants for all adjudicated cases, as well as all non-adjudicated cases that occurred after June 17, 2003 pay this fee, not the courts. The proposal must include at a minimum the following:

1. Cost/fee/rate for collection services that will be provided to the City.
2. Explain exactly how the cost/fee/rate will be applied per transaction and how your invoices will be calculated.
3. Provide information on the frequency of billing (invoice) submitted to the City.
4. Identify any late charges or interest that would be applicable and how it will be calculated.
5. Describe any surcharges for credit card payments or for approved payment plans.
6. 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's Finance 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 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 Contractor 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 Contractor 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 Contractor from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

P. PROPOSAL COPIES

CONTRACTOR MUST SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF THE SEALED PROPOSAL PRIOR TO THE DUE DATE/TIME DEADLINE AT THE FOLLOWING ADDRESS:

Laurie Cassidy
City Secretary
City of BLANCO
300 Pecan Street
Blanco, Texas 78606

ONE ELECTRONIC PDF COPY OF THE RESPONSE MUST ALSO BE EMAILED TO THE CITY AT CITYSEC@CITYOFBLANCOTX.GOV.

FAILURE TO SUBMIT ALL REQUIRED PROPOSALS 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 Contractors shall become the property of the City when received.

Q. PROPOSAL PREPARATION COSTS

Issuance of this RFP does not commit the City 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 to enter contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the Contractor.

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 Contractors 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 will honor 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 a 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. If 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 Contractor shall not offer or accept gifts or anything of value nor enter any business arrangement with any employee, official or agent of the City.

By signing and submitting the Proposal, the Contractor certifies and represents to the City that the Contractor 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, Contractors, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except during City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

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

Violation of this provision may result in total rejection of the Contractor's proposal.

U. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Contractor name and address of Contractor. The original proposal must be manually signed by an officer of the company having the authority to bind the contractor to its provisions. The 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.

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:

Laurie Cassidy
City Secretary
City of BLANCO
300 Pecan Street
Blanco, Texas 78606

APPENDIX A

CITY OF BLANCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City 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 except for 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.

Acord Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted by the successful Contractor 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 personal injury and media exposure.

Professional Liability Insurance with a minimum of \$1 million per occurrence and \$4 million aggregate.

Professional Technology/Cybercrime insurance with a minimum of \$3 million per occurrence and \$10 million aggregate.

Crime insurance with a minimum of \$1 million per occurrence and \$4 million aggregate.

Workers Compensation insurance as required by state law.