



Collection Services for the
Municipal Court
RFP 202439
Due: May 15, 2024
2PM

REQUEST FOR PROPOSAL

CITY OF GEORGETOWN

510 W. 9th Street
Georgetown, TX 78626

PO Box 409
Georgetown, TX 78627

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INTRODUCTION

The City of Georgetown seeks to enter into an agreement with a qualified Individual, Firm, or Corporation (Offeror) with substantial and relevant experience and expertise to provide **Collection Services for the Municipal Court**.

The successful Offeror must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP.

DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Proposals:

A. AGREEMENT

A mutually binding legal document obligating the successful Offeror to furnish the goods and services specified within this solicitation and obligating the City to pay for the goods and services as agreed upon.

B. CITY

The City of Georgetown, located in Williamson County, Texas.

C. CITY COUNCIL

The elected officials of the City of Georgetown, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

D. CONSULTANT

Person or business enterprise providing goods or services to the City as fulfillment of obligations arising from an agreement pursuant to this Request for Proposals. The successful Offeror of this Request for Proposals.

E. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Offerors and allows interested Offerors to submit Proposals in response to solicitation documents. The term "e-bid" and/or "electronic bid" means the Offeror's electronic Proposal submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used interchangeably to describe the above invitation for proposal process to submit an authorized Proposal to the City in response to this Request for Proposals.

F. OFFEROR

The **Individual, Firm, or Corporation (Offeror)** that considers themselves qualified to provide the services specified herein and are interested in making an offer to provide the goods to the City.

G. PIGGYBACK CONTRACT

A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

H. PROPOSAL

A complete, properly signed response to this solicitation.

I. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

J. REQUEST FOR PROPOSALS (RFP)

This solicitation document issued by the City containing terms, conditions and specifications for the goods or services to be procured.

NOTICE TO OFFERORS

A. **NOTICE**

All Proposals are due on or before **2:00 CT on May 15, 2024**. Solicitations are posted and available to download from the City of Georgetown's On-Line Bidding System at <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.

Offerors may receive notice of Requests for Proposals from the City of Georgetown from a variety of channels. Approved methods of dissemination include City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Proposal non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

B. **RECEIPT OF PROPOSALS**

1. All Proposals shall be submitted in electronic form through the City's web site at: <https://georgetown.ionwave.net/Login.aspx>. All interested Offerors are required to register as a "supplier" on the City's E-bid System at the above web address and clicking on "Supplier Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.
2. Electronic Proposals shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown. Electronic Proposals must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Proposal was dispatched will not be considered; the Offeror must ensure that the Proposal was properly uploaded in the System. The time Proposals are received shall be determined by the electronic clock in the City's E-bid System.

C. **QUESTIONS AND INQUIRIES**

Questions and inquiries about this Request for Proposals shall be submitted in writing to the following individual:

Nicole Abrego
Purchasing Department
Email: nicole.abrego@georgetown.org

- D. The deadline for written questions is **May 6, 2024, at @ 5:00 PM (CT)**. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Offerors to the best of their ability in advance of the Proposal Due Date.
- E. Offerors shall not attempt to contact City Council members, City staff, or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

F. **ANTICIPATED SCHEDULE OF IMPORTANT DATES**

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP		April 17, 2024
Deadline for Questions and Inquiries	5:00 PM CT	May 6, 2024
Proposals Closing Date and Time	2:00 PM CT	May 15, 2024
City's Review of Proposals		May 16 – 31, 2024
Earliest Award by City		June 2024

The City reserves the right to modify these dates.

G. FINALIST INTERVIEWS AND/ OR PRESENTATIONS

Offerors reasonably subject to being selected based on the criteria set forth in this RFP may be given an opportunity to make a virtual presentation and/or interview with the Selection Committee. **Finalists selected for interviews and/or presentations must be available during regular business hours.** Following any presentation and/or interviews, proposals will be ranked in order of preference and contract negotiations will begin with the top ranked Firm. Should negotiations with the highest ranked Firm fail to yield a contract, or if the Firm is unable to execute the City's contract, negotiations will be formally ended and then commence with the second highest ranked Firm, etc. However, the City, may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

GENERAL TERM AND CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this Request for Proposals, prior to the due date and time, a written addendum will be provided to all known interested Offerors. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Offerors in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the Request for Proposals and specifications. However, it shall be the sole responsibility of the Offeror to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Offeror shall provide written acknowledgment of all addenda.

B. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

C. CERTIFICATION

This Request for Proposals includes a certification page. Offeror must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Offeror.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Offerors in any manner to attempt collusion, conspiracy or otherwise obtain an advantage against the City.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same and has not filed bankruptcy.

D. COLLUSION

Advanced disclosures of any information to any particular Offeror which gives that particular Offeror any advantage over any other interested Offeror in advance of the opening of Proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

E. COMMUNICATION

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited communication initiated by the Offeror to the City Official or Employee) evaluating or considering the Proposals prior to the time an award has been made. Communication between Offerors and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal(s). Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award, or any future solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed as provided herein.

F. DISCLOSURE

All proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which Offerors identify as proprietary, all proposals will be open for public inspection after the contract award.

G. DISCLOSURE OF CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity file a completed conflict of interest form questionnaire if the vendor has a business relationship with a local government entity and has an affiliation with a local government official that might cause a conflict of interest. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to the City. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror.

H. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with Texas Government Code §2252.908/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

- a. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware on [Form 1295](#), obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
- b. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to Section 2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.
- c. The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

I. EXCEPTIONS

Any deviations from terms, conditions, or specifications contained herein must be clearly indicated in the Proposal. Any deviations or exceptions are subject to review by the City and may deem the Proposal disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

J. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from solicitations awarded by the City, with the consent and agreement of the successful Offeror(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Offeror's Proposal. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

K. MANAGEMENT

Should there be a change in management after the due date and time, but before a contract is awarded, Offerors must notify the City immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

L. PERSONAL INTEREST

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Consultant shall render the Agreement voidable by the City. Nevertheless, the City may obtain the services under the Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

M. PRICE WARRANTY

The Offeror warrants that the prices proposed are fair and reasonable and not higher than those for similar projects of the same size and scope offered to other local governments in the United States.

N. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

O. PROTEST PROCEDURES

1. Offerors are advised that protests of specifications, terms, conditions, or any other aspect of this solicitation, must be made prior to the proposal due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Buyer.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
 - The name, address, and telephone number of the protestor;

- The signature of the protestor or protestor's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual ground of the protest; AND
- The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: listed buyer. Award will be made in the best interest of the City.

P. PUBLIC INFORMATION

All Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to be exempt from the Texas Public Information Act. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

If an Offeror believes that a Proposal or parts of a Proposal are confidential, then the Offeror shall so specify. The Offeror shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Proposal, which the Offeror believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information.

Q. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding Offerors for any expenses incurred in preparing Proposals in response to this Request for Proposals and the City will not reimburse responding Offerors for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

R. REPRESENTATIONS AND RESPONSIBILITIES

By submitting a Proposal in response to this RFP, Offeror represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a Proposal in response to this RFP, the Offeror represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City but has supplemented this information through due diligence research and that the Offeror sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

S. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any Proposal after all Proposals have been received and the solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Proposal, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Request for Proposals when deemed to be in City's best interest.

T. STANDARD TERMS AND CONDITIONS

The City's Standard Terms and Conditions are attached as Exhibit A. The successful Offeror will be required to execute an agreement containing the City's Standard Terms and Conditions. All offerors shall be required to thoroughly read and understand the Standard Terms and Conditions. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to the City's Standard Terms and Agreements must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications.

U. WITHDRAWAL BY CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all Proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any Proposals received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Offeror(s) it deems to be most qualified to fulfill the needs of the City. Offeror(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

V. WITHDRAWAL BY OFFEROR

Respondents may request withdrawal of a sealed Proposal *prior to the scheduled opening time*, provided the request for withdrawal is submitted to the City in writing.

W. VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Georgetown, Texas, and venue for any action related to this contract will be Williamson County, Texas.

SPECIAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT

i. ORIGINAL TERM:

The term of the agreement shall become effective from date listed in the contract approved by the City of Georgetown and shall continue in effect with for two (2) years.

ii. RENEWAL TERM:

Upon completion of the original term of the Agreement and upon mutual agreement of both parties, the original Agreement may be renewed for up to three (3) additional two (2) year terms. The renewal will be under the same terms and conditions as the original Agreement. In the event a new Agreement cannot be executed at the anniversary date of the original term or any renewal term, the Agreement may be renewed month-to-month until a new Agreement is executed.

BACKGROUND AND CURRENT CIRCUMSTANCES

A. CITY OF GEORGETOWN

Georgetown is a Home Rule Charter City and operates under a Council - Manager form of government. A mayor, elected at large, and seven council members, elected from single member districts, serve staggered, three-year terms. Georgetown is located on Interstate 35, the major corridor between Dallas and San Antonio, at the intersection of State Highway 130. The City, home of the Most Beautiful Town Square in Texas, was founded in 1848 with a strong agricultural base, in the heart of Williamson County, 26 miles north

of Austin. Georgetown has an estimated population of 74,180 within the city limits, with an estimated population of 93,961 within the extra-territorial jurisdiction (ETJ) and serves as the county seat of Williamson County. Since 2008, the City's population has grown by 40 percent and the city limits have expanded from 50 sq. miles in 2010 to 59 sq. miles in 2019.

Georgetown's economic development initiatives to expand jobs and tax base have been with a careful focus of maintaining and expanding its status as a signature destination. The award winning historic downtown square, along with its extensive, award-winning parks and river trail systems along the North and South San Gabriel Rivers and Lake Georgetown have been leveraged to make the City one of the most attractive places to live and work.

This unique character and small-town charm was a key factor for Del Webb Corporation when it built its first Texas development in Georgetown with the 1995 opening of Sun City, Texas. Today, over 7,200 homes with over 13,500 retirees make Sun City and Georgetown their home.

Georgetown is also home to Southwestern University, which continues to receive national recognition. With more than 1,528 students and over 500 employees, the University provides substantial economic and cultural contributions to Georgetown.

B. CURRENT CIRCUMSTANCES

The mission of the Municipal Court is to effectively coordinate the operation of the Municipal Court, which enhances the quality of life for the citizens and the community, while providing dignity, respect, and friendly customer service to each individual.

The Municipal Court handles the judicial processing of class "C" misdemeanors that originate from traffic citations, citizen complaints, code violations, and misdemeanor arrests, occurring within the territorial limits of the City of Georgetown. The Municipal Court processing is pre-determined by the Texas Code of Criminal Procedure and the Code of Judicial Conduct.

The Municipal Court Judge holds monthly arraignment, juvenile, show cause and trial dockets. He presides over Teen Court by providing guidance and direction to the program.

A supervisor, three Deputy Court Clerks that perform administrative and clerical activities. The department reports to the Court Administrator.

SCOPE OF WORK

The City is seeking a well-qualified firm or public or private vendor to provide collection services meeting all requirements of this RFP.

The Municipal Court (the "Court") processes approximately 13,000 citations annually. The Court has over 6000 cases in warrant status with assessed fines of approximately \$1.9 million. The objective of this RFP is to collect and/or resolve delinquent cases and decrease any accumulated backlog.

The Court will electronically transmit files to the Successful Offeror on post and prejudgment cases that are more than 60 days past due and eligible for collection pursuant to the Texas Code of Criminal Procedure Article 103.0031. The Municipal Court Judge reserves the right to determine any non-collection of fees on any case. The City will not consider submission of a partial payment as satisfaction of an outstanding debt. The final payment will constitute closure of a case, and the City will retain ownership of all information collected will providing the collection services.

The Successful Offered shall provide the following scope of services as part of its collection services for the City:

1. Refrain from making false statements at all times during collection process;
2. Maintain good standing with all federal, state and local regulatory agencies;
3. Maintain good standing with ACA International;
4. Follow all Fair Debt Collection Practices Act (FDCPA) guidelines, Federal Credit Reporting Act (FCRA) guidelines and any applicable Texas statutes;
5. Comply with Driver Privacy Protection Act (DPPA) 18 USC 2721 guidelines;
6. Comply with the City's Records Retention Schedule.
7. Maintain software that is compatible with Tyler Technologies in order to receive transferred files from the Court.
8. Provide for review and approval a template of letters to be mailed to defendants on the City's behalf and only use approved templates containing a notice of the person's right to enter a plea or go to trial on any offense charged and a notice of a person's right to contact the court for additional information.
9. Actively pursue collections for a minimum of 180 days after data is transferred.
10. Collect debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds and restitution ordered to be paid by the Court for citation and outstanding warrants; Amounts in cases where the accused has failed to appear as promised by written notice; and/or amounts as ordered paid by the Court after plea or trial.
11. Notify the City of the annual statewide warrant resolution to be mailed out by collection service at no charge to the City.
12. Notify the City of local "mini" warrant resolution to be mailed out by collection service up to and including three per fiscal year, at no charge to the City.

Transparent Fee Structure:

1. Clearly define and communicate the schedule of fines, fees and costs associated with court orders to the public.
2. Provide detailed information on how fines and fees are calculated.

Payment Plans:

1. Outline the terms and conditions of payment plans including installment amounts and due dates.

Electronic Payment Options:

1. Implement secure and convenient electronic payment methods, such as online payments, credit/debit card transactions, and electronic funds transfer.

Receipts and Acknowledgements:

1. Issue receipts for all payments made, clearly indicating the amount, date, and purpose of payment.
2. Provide individuals with acknowledgement of outstanding balances and the consequences of non-payment
3. Ensure compliance with notice requirements outlined in applicable laws and regulations.

Compliance Monitoring:

1. Regularly review and audit collections process to ensure compliance with legal and procedural requirements.
2. Implement internal controls to prevent error and identify potential issues.

Reporting and Recordkeeping:

1. Maintain accurate and up-to-date records of all financial transactions related court collections.
2. Provide General regular reports for financial reconciliation, auditing, and reporting to relevant authorities.

3. Provide monthly itemized invoice detailing all cases known to have been resolved in the prior calendar month.
4. Provide annual reconciliation report of outstanding cases in alphabetical order with the case and docket numbers and outstanding amounts due.

Customer Service:

1. Provide responsive and courteous customer service to individuals inquiring about their financial obligations.
2. Establish clear communication channels for addressing questions and concerns related to collections.
3. Provide services in a professional manner, maintaining a constructive environment and complete communication while pursuing unpaid balances.

Data Security:

1. Implement robust data security measures to protect sensitive financial information and ensure compliance with data protection laws.
2. Maintain all confidential information collected in the process of providing these services in a secured environment, and take all necessary steps to prevent exposure of confidential information to third parties by unauthorized access or use.

EVALUATION AND SELECTION PROCESS

As this is a solicitation by Competitive Sealed Proposals, the City will select an Offeror whose Proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this Request for Proposals.

The City has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a proposal, Offeror acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Offerors acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

A. CLARITY AND QUALITY OF PROPOSAL **Pass/Fail**
 Offerors must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

B. PROPOSAL TECHNICAL EVALUATIONS
 The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Offeror's responses to the requirements contained in this RFP.

Experience and Qualifications	30 points total
Methodology and Approach	30 points total
Quality of Collection Etiquette	30 points total

C. Proposed Costs and Fees

The City intends to authorize a collection fee of 30% if applicable.
The Proposal should include any additional fees or costs that might apply.

10 points total

D. REFERENCE CHECKS

The City reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. The City reserves the right to use a third party to conduct reference checks. Only top scoring Offerors may receive reference checks and negative references may eliminate Offerors from further consideration.

E. INITIAL EVALUATION AND RANKING

Following the Technical and Cost proposal evaluation, the City will compile the final scores. If the Evaluation Committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made to the Offeror which, in the City's opinion, has submitted the Proposal most beneficial to the City for award.

F. INVITATIONS FOR ORAL INTERVIEWS

The Evaluation Committee may conclude after completion of the Technical and Cost Proposal evaluation(s) that oral interviews/presentations and/or demonstration are required in order to determine the most qualified Offeror. The selection of Offerors to make presentations will be based on the initial Evaluation and Ranking. All Offerors may not necessarily be extended an invitation for oral interviews. The City reserves the right to select Offerors to interview that are most likely to be selected for an award of a contract.

G. ORAL INTERVIEWS, PRESENTATIONS, OR DEMONSTRATIONS

Selected Offerors will be given an opportunity for oral interviews, presentations and/or demonstrations. The presentation process will allow Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their Proposals. At this stage, Offerors shall not be allowed to alter or amend their proposals. The Evaluation Committee will score each presenting Offeror:

Oral Interview

25 points total

H. FINAL EVALUATION AND RANKING AFTER ORAL INTERVIEWS

The Evaluation Committee will make its recommendation for award based on the Offeror with the highest point total. Total score being determined using the following formula:

(original technical score + original cost score) + (oral interview score) = final total score.

I. BEST AND FINAL OFFER

The Evaluation Committee may determine that Best and Final Offers are required. If Best and Final Offers are requested and submitted by Offerors, they will be evaluated using the stated criteria and scored by the Evaluation Committee. ***(Offerors are highly encouraged to provide its best offer in the original Proposal. Offerors should not expect that the City will request a Best and Final Offer).***

J. FINAL SCORING AND RANKING AFTER BEST AND FINAL OFFERS

The Evaluation Committee will make its recommendation for award based on the Offeror with the highest point total. Total score being determined using the following formula:

(original technical score + oral interview score) + (best and final offer score) = final total score

SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

Refer to <https://georgetown.ionwave.net/Login.aspx> for further information on how to submit proposals electronically.

The City of Georgetown requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Offerors shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

TAB A OFFEROR BACKGROUND

1. Briefly introduce Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable
3. Include the same for any associate firm or sub-Consultant

TAB B PROJECT EXPERIENCE AND QUALIFICATIONS

1. Describe at previous experience withing five (5) years providing collection services for municipal courts and/or municipalities, detailing length of service, types of services provided and collection rate.
2. Identify each individual who will work as part of this engagement. Include resumes, job positions for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Provide current workload and flexibility of scheduling, size of collection staff, location where work/research will primarily be performed.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement
5. Describe data security systems in place to ensure confidentiality of records.
6. Describe software and other technology utilized in location of defendants, and abilities to communicate with the Court.
7. Provide policy and procedure manual used for collections.

TAB C METHODOLOGY AND TECHNICAL APPROACH

1. Provide a narrative description of the Offeror's implementation plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing these services in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials, participation and knowledge resources that the Offeror will need from the City to complete these services.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Offeror's duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.
7. Offerors are expected to outline their corporate history and future direction in providing services specified in this RFP.

8. Provide a copy of disaster recovery plan and ability to rebuild or backup the City's records.

TAB D QUALITY OF COLLECTION ETIQUETTE

1. Ability to offer bilingual specialists for collection contacts.
2. Provide reporting capabilities and documentation.
3. Describe training and/or qualifications of collection specialists.
4. Provide a description of collection techniques used, along with phone etiquette policies and procedures.

TAB E COST PROPOSAL

1. The City intends to authorize a 30% collection fee if applicable.
2. If any additional charges will apply, please list in the City's Ebid system. The City will not be liable for any charges not detailed in the response.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB F REFERENCES

1. A minimum of three (3) references should be included (preferably other City, town or local governments in Texas that the Offeror has provided services to).
2. References must include agency name, contact name contact email and summary of work performed.

TAB G COMMENTS/CHANGE REQUESTS to EXHIBIT A

A copy of the City's Standard Form of Agreement is attached as Exhibit A to this RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

TAB H CERTIFICATION and ACKNOWLEDGEMENT PAGES

Please complete the Certification and Acknowledgments on pages 16 and 17 of the RFP

CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned affirms they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening. Further, Offeror certifies that Offeror is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Proposal Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) does not currently boycott Israel and will not boycott Israel during the term of this Agreement.
 - 1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
2. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
 - 2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.
3. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.
 - 3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
4. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.
 - 4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
5. **Contractor Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: _____

Title: _____

Typed Name: _____

Company Name: _____

Date: _____

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

ATTACHMENT A
REFERENCE FORM

PLEASE COMPLETE AND UPLOAD THIS WITH PROPOSAL RESPONSE

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State Zip Code _____
Telephone Number (____)_____ Fax Number: (____)_____

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State Zip Code _____
Telephone Number (____)_____ Fax Number: (____)_____

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State Zip Code _____
Telephone Number (____)_____ Fax Number: (____)_____

EXHIBIT 1

STANDARD FORM OF AGREEMENT

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, _____ by and between ("Consultant") and the City of Georgetown, Texas ("City").

- 1. Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived**. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
- 2. Supplement Provisions.** Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.
- 3. City Terms Prevail.** In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.
- 4. Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement shall not exceed Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.
- 5. Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through _____, with the option to renew for _____ (xxx) additional _____ (xxx) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.
- 6. Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.
- 7. Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.**
9. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.
10. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.
11. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.
12. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City

and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with this Agreement.

- 13. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.
- 14. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.
- 15. **Non-Appropriation.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.
- 16. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

Notice to the City:

City of Georgetown

ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
_____@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
_____@georgetown.org

17. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.
18. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
19. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
20. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
21. **Right to Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
22. **Advertising and Publicity.** Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

23. **Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.
24. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
25. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
26. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
27. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
28. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
29. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

30. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.
31. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.
32. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

List of Exhibits

- A. Scope of Services
- B. Supplemental Provisions
- C. Payment Schedule
- D. Insurance Requirements
- E. Certificates of Insurance

[signatures on the following page]

CITY OF GEORGETOWN

CONSULTANT

By:

By:

Name: Josh Schroeder, Mayor

Name, Title:

Date:

Date:

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

EXHIBIT 1

Exhibit A
Scope of Services

Exhibit B
Supplemental Provisions

Exhibit C

Payment Terms

[SELECT ONE OF FOLLOWING OPTIONS]:

Compensation is based on *actual* hours of work/time devoted to providing the described services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Agreement (\$_____).

The Consultant must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Expenses shall be reimbursed as follows:

[INSERT SPECIFIC PROVISION FOR EXPENSES]

-OR-

Payment is a fixed fee in the amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

[INSERT PAYMENT SCHEDULE HERE]

Exhibit D

Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - 3. All endorsements and coverages are included according to the requirements of this Agreement
 - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers’ Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or

her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

- B. The workers compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E
Certificate of Insurance