

**CITY OF SCHERTZ  
REQUEST FOR QUALIFICATIONS  
# 11-MC-30-A-01  
COLLECTION SERVICES OF DELINQUENT  
MUNICIPAL COURT COSTS, FINES, AND FEES**

Sealed Request for Qualification addressed to the Director of Purchasing, will be received on **August 18, 2011** until **10:00 a.m.** at the Purchasing and Asset Management Department, 10 Commercial Place, Bldg. #1, Schertz, Texas 78154. All Requests for qualifications must be in the City of Schertz's possession on or before the scheduled date and time (no late RFQ's will be accepted).

**Respondents receiving a "REQUEST FOR QUALIFICATIONS", notice in the mail, or reading the announcement in the newspaper are advised that the RFQ documents can be downloaded from the City of Schertz web page address [www.schertz.com](http://www.schertz.com), or may be obtained by contacting Purchasing and Asset Management, 10 Commercial Place, Schertz, TX 78154 or by calling the Department at (210) 619-1160.**

Be advised that if your company **downloaded the documents from the web page** and is contemplating on responding to this RFQ you **MUST** register as a vendor with the Purchasing and Asset Management Department, so that any changes/additions via Addendum form can be forwarded to your company. (Register with the Purchasing & Asset Management Department by phone, fax, or e-mail. Vendor registration form can be found at [www.schertz.com/purchasing](http://www.schertz.com/purchasing). Please include your company name, address, phone and fax number, as well as, contact person).

Any questions in reference to the scope of work on this project may be directed to Rita Duprat-Waldo, Director of Purchasing & Asset Management at (210) 619-1160.

Request for Qualification responses received after the deadline will not be considered. The City shall evaluate the Request for Qualifications on the basis of technical ability, experience, and ability to perform the work and factors identified within the attached request for Request for Qualifications solicitation.

The City of Schertz reserves the right to refuse and reject any or all responses, and to waive any or all formalities or technicalities, and to accept the RFQ to be the best and most advantageous to the City, and hold the responses for a period of **120** days without taking action. Respondents are required to hold their Proposal/RFQ's firm for same period of time.

**Hand-deliver Bids:** Purchasing & Asset Management Department, 10 Commercial Place, Bldg # 1, Schertz, TX 78154

**If using Land Courier (i.e., FedEx, UPS):** Purchasing & Asset Management Department, 10 Commercial Place, Bldg. #1, Schertz, Texas 78154.

A pre-qualification meeting will be held **August 11, 2011** at **10:00 a.m.** in the Purchasing & Asset Management Department Conference Room, 10 Commercial Place, Building #1, Schertz, TX 78154. All prospective respondents are encouraged to attend.

Envelopes must be clearly marked: **PROJECT # 11-MC-30-A-01  
COLLECTION SERVICES OF DELINQUENT  
MUNICIPAL COURT COSTS, FINES, AND FEES**

# CITY OF SCHERTZ INSTRUCTIONS TO RESPONDENTS

## **DEVIATION FROM SPECIFICATION/REQUIREMENTS**

Please read the requirements thoroughly and be sure that your RFQ/Proposal complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, the City of Schertz will require that the service(s) be provided as specified.

## **PURPOSE:**

The purpose of these specifications/requirements and RFQ documents is to award a service agreement for:

## **COLLECTION SERVICES OF DELINQUENT MUNICIPAL COURT COSTS, FINES, AND FEES**

## **INTENT:**

The services to be provided under this RFQ/Proposal shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Request for Qualification (RFQ). There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFQ**

RFQs shall be submitted in sealed envelopes as referenced on the attached solicitation. Five (5) complete sets and (1) CD of the response are to be submitted. (One (1) original marked “**ORIGINAL**,” and four (4) copies marked “**COPY 1, COPY 2, etc. etc...**” of their response, complete with all supporting documentation.) RFQs submitted by facsimile (fax) or electronically **WILL NOT** be accepted. Submittal of a response to this Request for Qualification (RFQ) constitutes an offer by the respondent. Once submitted, RFQs become the property of the City of Schertz and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Schertz before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

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**STATE SALES TAX MUST NOT BE INCLUDED IN RFQ/PROPOSAL/BID**

## **INSTRUCTIONS TO RESPONDENTS:**

## **ASSIGNMENT:**

Respondent's are advised that the City of Schertz shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQs in whole or in part, to a

third party without the written approval of the Purchasing and Asset Management Department for the City of Schertz.

**PREPARATION OF RFQ's:**

Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this proposal will be at the sole expense of the respondent.

**TIME ALLOWED FOR ACTION TAKEN:**

The City of Schertz may hold RFQ/Proposals **120** days after proposal deadline without taking action. Respondents are required to hold their RFQ/Proposals firm for same period of time.

**RIGHT TO REJECT/AWARD:**

The City of Schertz reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Schertz.

**AWARD:**

Respondents are advised that the City of Schertz is soliciting Request for Qualifications in compliance with Government Code 2254 "Procurement of Professional Services Act" and award shall be made to the respondent that in the opinion of the City of Schertz is the best qualified.

**STATUTORY REQUIREMENTS:**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work being performed. These rules and regulations shall apply to the entire contract, and that they are considered to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFQ:**

RFQ's **CANNOT** be altered or amended after opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Schertz.

**NO RESPONSE TO RFQ:**

If unable to submit an RFQ, respondent should return a negative response specifying reasons.

**LIST OF EXCEPTIONS:**

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/requirements, on a point by point basis.

**SYNONYM:**

Where in this RFQ SERVICES is used, its meaning shall refer to the request for RFQ –Collection Services of Delinquent Municipal Court Costs, Fines and Fees as specified.

**INDEMNIFICATION CLAUSE:**

The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing and Asset Management as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

**INTERPRETATIONS:**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for Request for qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Schertz in accordance with paragraph entitled “**Addenda and Modifications**”.

**RESPONDENT'S EMPLOYEES:**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**HUB CERTIFICATION:**

State Certified “HUB Vendor(s)” are required to provide a copy of their certification, if they have not previously done so. Information is to be faxed to the Purchasing & Asset Management Department at 210-619-1169.

**VERBAL THREATS:**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

**CONFIDENTIAL INFORMATION:**

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

**RIGHT TO AUDIT:**

The City of Schertz reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Schertz, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of the overpayment shall be promptly reimbursed to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

**PAST PERFORMANCE:**

Respondent's past performance shall be taken into consideration in the evaluation of Request for Qualification submittal.

**JURISDICTION:**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Guadalupe County, Texas.

**VENUE:**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Guadalupe County, Texas.

**CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary of the City of Schertz not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

**CONFIDENTIALITY OF INFORMATION AND SECURITY:**

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

**TERMINATION OF CONTRACT:**

The City of Schertz reserves the right to terminate the contract if, in the opinion of the City of Schertz, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The respondent shall be afforded the same right to terminate this contract in the same manner.

**SUBSTITUTIONS/CANCELLATIONS OF PROPOSAL:**

No substitutions or cancellations are permitted without written approval of City of Schertz.

**TIME ALLOWED FOR EXECUTION OF CONTRACT:**

Number of days required for the successful respondent to execute a contract for "COLLECTION SERVICES OF DELINQUENT MUNICIPAL COURT COSTS, FINES & FEES" after receiving notification of award of contract shall be thirty (30) days.

**HOLD HARMLESS CLAUSE:**

The respondent agrees to indemnify and hold harmless the City of Schertz, all elected officials, officers, employees, attorneys, agents, and legal representatives of the City, the Director of Purchasing and Asset Management, and his/her assistants, from all suits and actions of every nature and description brought against them or any of them, for, or on account of, the manner in which the successful respondent is utilizing in the performance and/or non-performance of services being rendered in response/executed contract for the collection of Municipal Court Cost, Fines, and Fees.

**MATHEMATICAL ERRORS:**

In the event that mathematical errors exist in any proposal unit prices shall govern.

**PERSONNEL:**

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel shall be registered and/or authorized to collect debts within the State of Texas. The contracted respondent shall demonstrate the capability to effect collections in all 50 States, U.S. territories, and commonwealths, Canada and Mexico as well as meeting all interstate collection requirements.

**CONTRACT TERM:**

Contract period shall commence from date of award and end one (1) year thereafter. The City of Schertz reserves the right to extend this contract for two (2) additional years in one (1) year increments, if the performance of the successful respondent remains satisfactory and all fee(s) remain unchanged. Either party may terminate this Agreement upon serving a ninety (90) day written notice to the other, without cause.

# **CITY OF SCHERTZ**

## **REQUEST FOR REQUEST FOR QUALIFICATIONS**

### **I. Purpose**

The City of Schertz, Texas is seeking to hire legal counsel to collect delinquent Municipal Court Costs, Fines & Fees for traffic citations for the fiscal year 2011-2012, and subsequent years pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. The City is seeking Request for Qualifications from law firms with adequate personnel and data processing capabilities to properly process and collect the City's delinquent Municipal Court Costs, Fines, & Fees Accounts. Such undertakings 'shall be handled promptly and efficiently through ethical and lawful means. The successful respondent shall be well versed not only with Article 103.0031 mentioned above but should also be familiar with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act and all other laws applicable to this type of activity. The successful respondent shall be cognizant of the contractual restriction inherent in these collections, and shall hold the City of Schertz harmless for any collection errors due to the service's activity.

### **II. Scope of Services Required**

Collection attorneys shall be responsible for the following duties and services:

1. Preparing delinquent costs, fines & fees reports and updates based on data provided by the City of Schertz Municipal Court.
2. Preparing and sending such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections.
3. Advising the City of Schertz Municipal Court Judge, City Attorney, and Administration on legal issues that arise in the process of delinquent costs, fines & fee collection.
4. Legal Counsel must present a quarterly report of Delinquent costs, fines, & Fees, collections and updates on all Legal actions in process to the Mayor, City Council, at their regularly scheduled City Council meeting(s), and to the Municipal Court Judge on a **monthly** basis.
5. Legal Firm must have experience in the Collection of delinquent costs, fines, fees and must have the personnel with the education and knowledge of the appropriate laws on issues such as bankruptcy, tax sales, personal property seizures, and traffic case issues.
6. Providing such additional services as the Municipal Court Judge or the City Attorney(s) may deem advisable to expedite the collection of delinquent costs, fines, & fees.

### **III. Proposal Requirements**

Respondents are encouraged to submit concise, clear responses to this solicitation. Responses of excessive length and/or complexity are discouraged. Each RFQ must address, but not be limited to, the following requested information. Proposals that do not include the required information may be deemed non-responsive and may not be considered for contract award.

Respondents are encouraged to be specific about the firms' expertise as it relates to the request for Request for Qualifications. All documents and information must be complete and bear proper signature(s) of binding parties.

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed.
2. Name, position, phone (including cell phone), fax numbers, e-mail contact, and web presence of contact person(s).
3. Names of principals in the firm; years the firm has been in business.
4. Description of the manner that will be used to ensure secure data transfer from the municipal court that maintains data integrity.
5. Specific description of the collections software to be supplied at the collections firm's sole expense to support all collections operations. (This software must be compatible with software that is in use by the Schertz Municipal Court. Respondents who wish to inspect the Municipal Court's software must schedule such request at least ten (10) days prior to the date proposals are due.) Any conversion must be provided by the collections firm at its sole expense by persons paid by the collections firm.
6. Description of the capability to provide computer technical support for any initial programming required to transfer all necessary collections data to the collections firm in a timely manner at the collections firm's sole expense.
7. Evidence sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection as well as registration or authorization to collect debts with the State of Texas. Demonstrate ability to effect collections in all 50 States, Canada and Mexico as well as meeting all interstate collection requirements.
8. Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed project. Respondents shall provide a description of the experience, qualifications and workload of the persons who will be assigned to the collection of the Schertz Municipal Court accounts.
9. List and briefly describe any on-going or completed similar municipal court projects, with dates and performance results for each project. Include names, addresses and phone numbers of representatives of these municipal court projects who can be contacted as references. The City may at its option choose to contact or visit one or more of the operating sites of the respondent's clients to verify representations and to observe operations.
10. Current workload of the staff that would be responsible for rendering the service(s) required. Specify the current status of office project workload.
11. DBE/MBE/WBE and Affirmative Action status of firm. Please provide a sample written policy describing the methods to be used to safeguard the privacy and rights of individuals subject to collection. Please provide the local telephone number to be used for collections.
12. With respect to any work performed listing of all litigation pending, settled or adjudicated within the past 5 years against or involving the firm, agents and/or employees.
13. Name and phone number of person to contact at the bank where the firm does business.
14. Set forth the process and procedure whereby the firm shall suspend the collection efforts on any account upon written notice to do so by an authorized representative of the City (including telefaxes) and transfer accounts back to the court upon request at no cost to the City.
15. Provide formats for monthly reports to the municipal judge and quarterly reports to the City Council. Including a detailed report of collection with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.
16. Describe in detail what information is required from the City of Schertz in support of the collection service.
17. Any other items, which the respondent deems necessary.
18. Proposed project schedule.
19. Capacity to provide the service required in a timely and consistent manner.

20. Proposed fee structure, noting that all court costs must be paid to the State BEFORE any amounts are paid to the City or the firm. After the State court cost has been paid, the City will keep 2/3rds of the payment with the firm being paid 1/3rd of any amount collected until its fee has been paid.

#### **IV. Evaluation Process**

After the deadline for receipt of RFQs, an evaluation committee named by the City Manager will review all proposals utilizing the evaluation criteria noted below. The Mayor and City Council reserve the right to have an outside Consultant review all proposals and make recommendations to the City.

#### **V. Selection Process**

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant submitted to the City Manager, firms may be required to make a formal public presentation before the Selection Committee comprised of the Mayor and City Council.

#### **V. Evaluation Criteria**

The following criteria and weight factors will generally be used to evaluate the RFQ:

1. Experience in providing costs, fines, & fees collection services to other government entities and success ratio in performing this service. (0-25)
2. Capability to perform all of the costs, fines, & fees collection services required by this RFQ, including technical capability. (0-25)
3. Reputation for personal and professional integrity and competence and knowledge of federal, state, and local regulations policies and procedures applicable to this type of service. (0-25)
4. Key personnel's professional background, caliber, and experience in providing the service required. (0-15)
5. Current workload and ability to meet schedules or deadlines. (0-15)
6. Service fee structure and copy of contract. Must be in accordance with the Applicable Law and the City's requirement that State court costs be paid first addressing Municipal Court Delinquent Costs, Fines & Fees Collection Services. (0-10)

#### **VI. Additional Information**

The following Items must be included as part of your RFQ Submittals:

Executive Summary

- List local office(s) and resources. Convey your organizations plan for conferring on a regular basis with the Schertz Municipal Judge
- Overview of services proposed
- Proposed work plan
- Defendant communications program
- Address research, location program and Bankruptcy collection program
- Defendant assistance
- Include descriptions of the following processes:
- Delinquent Municipal Court Costs, Fines, & Fees Collection History

Describe your organization's personnel:

- Specify the number of full-time employees for firm (not including attorneys)
- Specify the number of full-time attorneys employed by your firm
- Identify the personnel who would handle collections for the City of Schertz
- Provide biographies of key management and attorneys

Collection Technology

- Describe the computer hardware and software used to collect delinquent Municipal Court Costs, Fines, & Fees
- Describe how it will interact with the City of Schertz Municipal Court computer system as well as the manner in which the transfer of data and any necessary conversion will be handled.
- Identify the law firm's technical personnel and technical support available to the City.

References

- Provide at least two (2) references (entities) for which your firm provides collection services of Costs, Fines, & Fees. These references should include the name of the contact person, address, and phone number.
- Explanation of fees (include a sample contract).
- Any other information you consider germane to collection of delinquent Municipal Court Costs, Fines & Fees or this contract.

## **VII. Contract Award**

The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFQ. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

## **VIII. Response Deadline**

Responses to the RFQ must be addressed to John Kessel, City Manager, City of Schertz and received at the Purchasing and Asset Management Department, 10 Commercial Place, Building #1, Schertz, TX 78154, by 10:00 a.m., August 18, 2011 for consideration. Five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the Request for Statement(s) of Qualification Request, please refer to **Notice for labeling instructions.**

RFQs will be accepted in person, by United States Mail, or by private courier service. No RFQs will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFQs may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFQ closing must be initiated by respondents guaranteeing authenticity.

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There is no expressed or implied obligation on the part of the City of Schertz to reimburse responding firms for any expenses incurred in preparing Request for qualifications in response to the request.

**IX. Clarification of Requirements**

All requests for additional information or clarification concerning this RFQ must be submitted, **in writing**, no later than five (5) business days prior to the RFQ closing date and addressed to:

Rita Duprat-Waldo, Director of Purchasing & Asset Management  
10 Commercial Place, Bldg. #1  
Schertz, TX 78154  
Email: RDuprat-Waldo@schertz.com  
Fax (210) 619-1169

**X. Addenda and Modifications**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda).

Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing and Asset Management Department. At the request of the respondent, or in the event the Purchasing and Asset Management Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Asset Management Department. Such addendum will be mailed by to all respondents receiving the original RFQ and will become part of the RFQ package having the same binding effect as provisions of the original RFQ. It shall be the respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Schertz and as such are made part of the original RFQ documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements.

Addendums are available online at [www.schertz.com/Purchasing](http://www.schertz.com/Purchasing). No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Schertz Purchasing and Asset Management Department no later than five (5) days prior to the RFQ closing date. The City does not assume responsibility for the receipt of any addendum sent to respondents.

**XI. Request for Qualifications Preparation Costs**

Issuance of this RFQ does not commit the City of Schertz, in any way, to pay any costs incurred in the preparation and submission of an RFQ. All costs related to the preparation and submission of this RFQ shall be borne by the respondent.

**XIII. Insurance Requirements:**

The Certificate of insurance should be addressed to the Risk Manager, City of Schertz, 10 Commercial Place, Building #1, Schertz, TX 78154, and should reference the operation.

All Certificates of insurance shall be received and approved by the City Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to the expiration date. The City must be notified at

least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

During the term of the Agreement, the successful respondent/firm shall acquire and maintain, for the duration of the contract period the following insurances:

1. Professional Liability Insurance: coverage of at least \$1,000,000 on a "Claims Made Basis". This coverage shall remain in effect for a two (2) year period following the expiration of the contract with the City. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Schertz.

2. Comprehensive Commercial General Liability: The Respondent/Selected Firm shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Schertz and shall name the City of Schertz as an additional insured. The policy of insurance shall be written on an "occurrence" form.

3. Business Automobile Liability: The Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Bodily Injury .....	\$1,000,000
Personal Injury Protection	
Hired/Non-Owned	
Property Damage .....	\$500,000

This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Schertz and shall name the City of Schertz as an additional insured.

4. Umbrella/ Excess Liability: Respondent/Selected Firm shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Employer's Liability and Auto Liability.

5. Workers' Compensation: The Respondent/Selected Firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."

In addition, the contractor for Worker's Compensation Insurance shall provide a Waiver of Subrogation Endorsement. Contractor shall further insure that all of its subcontractors maintain appropriate levels of workers' compensation insurance.

6. Other Insurance Provisions: The City of Schertz is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as additional insured. In addition, a Waiver of Subrogation Endorsement shall be provided by the Respondent/Selected Firm in said policy on all certificates of insurance.

7. Deductible Clause: Respondent/Selected Firm must declare self-insured retention or deductible amounts.

All insurance carriers shall be published on A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Accord Form 25. All insurance requirements are imposed and must be complied with by any and all sub- contractors, and/or lower-tier sub-contractors.

**XII. Equal Employment Opportunity**

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

**XIII. Anti-Lobbying Provision**

During the period between RFQ submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFQ with any member of the Schertz Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision may result in the rejection of the respondent's RFQ.

**THE CITY OF SCHERTZ RESERVES THE RIGHT TO REFUSE AND REJECT ANY OR ALL RFQ'S, AND TO WAIVE ANY OR ALL FORMALITIES OR TECHNICALITIES, AND TO MAKE SUCH AWARDS OF CONTRACT AS MAY BE DEEMED TO BE THE BEST AND MOST ADVANTAGEOUS TO THE CITY OF SCHERTZ.**

**Awarded to: Linebarger, Goggan, Blair & Sampson, LLP**