

Solicitation 434-09

RFP for Consulting Services for HUD Approved Consolidated Plan Preparation



City of Garland

Bid 434-09

RFP for Consulting Services for HUD Approved Consolidated Plan Preparation

Bid Number	434-09
Bid Title	RFP for Consulting Services for HUD Approved Consolidated Plan Preparation
Bid Start Date	Jul 13, 2009 9:16:31 AM CDT
Bid End Date	Aug 11, 2009 3:00:00 PM CDT
Question & Answer End Date	Jul 31, 2009 12:00:00 PM CDT
Bid Contact	Carol J Cooper
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Standard Disclaimer	The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the City by item or total bid. The City of Garland will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City.
Bid Comments	All questions must be posted on Bidsync website. Request for Proposal - Request for information and pricing that specifies the relative importance of price and other evaluation factors.

Item Response Form

Item	434-09-1-01 - RFP for HUD Approved Consolidated Plan Preparation, per COG Spec.
Quantity	1 lot
Unit Price	
Delivery Location	City of Garland <u>Purchasing Dept</u> 200 N Fifth St Garland TX 75040 Qty 1
Description	none

REQUEST FOR PROPOSAL
RFP Number – 434-09
FOR
CONSULTANT SERVICES FOR THE CITY OF GARLAND
HUD Approved Consolidated Plan Preparation

The City of Garland is seeking the services of a Consulting Firm to prepare a **HUD Approved Consolidated Plan** for the period beginning October 1, 2010 through ending period September 30, 2015. **The RFP deadline is Tuesday August 11, 2009 at 3:00 pm.** RFPs submitted after deadline will not be accepted. Contact City of Garland Purchasing Department (972-205-2415) for any clarifications.

The City of Garland reserves the right to reject any and all RFPs and to waive irregularities or informalities as it may deem not in the City's best interest. It is the City's intent to award the project to the lowest responsive and responsible **Bidder**.

All bids should be submitted in a **SEALED** envelope with the following information on the label:

- RFP Number
- Bidder/Firm's Name
- RFP Due Date

Note: All bids will be stamped with date and time received in our office.

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I INTRODUCTION

The City of Garland is seeking a qualified Consulting Firm with an experienced principal staff to carry out an involved planning process which results in a 5-year U.S. Department of Housing and Urban Development (HUD) approved **Consolidated Plan with a housing component and a Fiscal Year 2010 Action Plan pursuant to Title 24 CFR Part 91**. The plan is for the period October 1, 2010 through September 30, 2015. City of Garland, a **HUD** entitlement city annually receives approximately \$3.2 million in Community Development Block Grant, HOME Investment Partnerships Program and Emergency Shelter Grant Programs combined.

The Consolidated Plan will be developed in accordance with all applicable HUD regulations. Consulting Firms are urged to familiarize themselves with 24 CFR Part 91 regulations and the guidelines established by HUD for the Consolidated Plan that can be found at www.hud.gov/offices/cpd/about/conplan/index.cfm.

II SCOPE OF WORK

Services of the Consulting Firm will commence upon the execution of a written contract with the City of Garland in August of 2009. Community outreach and consultation efforts are expected to begin thereafter. A **Five-Year Consolidated Plan draft** must be submitted to the City of Garland no later than January 1, 2010. A **final copy of the Five-Year Consolidated Plan** must be submitted no later than March 1, 2010. The final Consolidated Plan shall be submitted to HUD by the City of Garland on August 15, 2010.

The Consulting Firm will collaborate with City of Garland Community Development staff in the identification, development, scheduling and implementation of activities designed to complete a HUD acceptable Consolidated Plan. Scope of work includes, but is not limited to the following:

- Executive Summary: Summary should include the following:
 - a) Purpose of the Consolidated Plan
 - b) Compliance with regulations
 - c) Staffing
 - d) Plan mission
- Citizen Participation and Consultation: Develop a list of housing and community development stakeholders in the City. Provide involvement of citizens, community-based organizations, businesses, elected officials, housing and service providers in the planning process and regular consultation with city staff.
- Housing Market Analysis and Needs Assessment: Gather statistical and analytical information that provides an overall picture of the housing needs of the City. This assessment should include the following:
 - a) Housing supply and demand
 - b) Housing affordability analysis
 - c) Cost burdened households
 - d) Housing types
 - e) Housing conditions (including substandard units)
 - f) Disproportionate racial/ethnic group housing needs
 - g) Specific housing objectives
 - h) Needs of Public Housing

- i) Inventory of Local, State and Federal Assisted Housing
- j) Barriers to affordable housing
- k) Lead based paint hazards
- Homeless Needs Assessment: At a minimum, this assessment should include the following:
 - a) Inventory of emergency shelters, transitional housing and permanent housing for the homeless
 - b) Needs of sheltered and unsheltered homeless
 - c) Needs of subpopulations
 - d) Needs of persons threatened with homelessness
- Housing and Community Development Strategic Plan: Based on gathered data, develop a 5 – year, strategic plan that brings needs and resources together in a coordinated housing and community development strategy. This plan should include the following:
 - a) Establishment of Priority Needs
 - b) Obstacles to Meeting Housing Goals and Objectives
 - c) Geographical Areas
 - d) Alleviating Overcrowding
 - e) Concentration of Racial/Ethnic Minorities
 - f) Involuntary Displacement
 - g) Affordable Housing Strategy
 - h) Homelessness Strategy
 - i) Strategy to Address Barriers to Affordable Housing
 - j) Public Housing Strategy
 - k) Lead-Based Paint Hazard Strategy
 - l) Anti-Poverty Strategy
 - m) Programs to Assist Households with Income Below the Poverty Level
 - n) Coordination With other Programs and Agencies
 - o) Community Development Priority Analysis and Strategy
 - p) Institutional Structure
 - 1. Housing
 - 2. Public Services
 - 3. Community Development
 - 4. Strengths in the Institutional Structure
 - 5. Gaps in the Institutional Structure
 - q) Coordination
 - r) Implementation of Housing and Community Development Strategy

City of Garland Staff Participation

The City of Garland will expect the consultant to have the capacity to exercise independent judgment and to perform those actions necessary to complete the plan. While the consultant will be working under the general direction of the Grants Manager, it should be understood the City of Garland has limited staff capacity to support the project and will rely on the personnel, experience and expertise of the consultant to ensure all necessary components of the process are completed in a timely manner. The City of Garland can supply all reasonable clerical support, printing and copying services, A/V equipment and meeting locations/scheduling services.

The City of Garland will provide copies of all existing plans, data and documents:

- Contact lists of local agencies, neighborhood organizations, special interest groups and others to be invited to participate in the process
- Copies of zoning, subdivision and related land use regulations
- FY 2005 thru 2010 Consolidated Plan and any updates
- Facilities, meeting rooms, photocopying, phone office space and related services
- Current community development programs, policies, capital improvement plans and related materials.

Anticipated Consultant Service Components

Because there are numerous components of the Consolidated Plan to schedule, including public meetings and meeting of the City Council, it is the intention of the City to meet with the consultant in late August or early September 2009 to commence the study. An early task will be to develop a detailed calendar for completion of the work, which must meet the guidelines for completion including but not limited to:

- Involvement of citizens, community-based organizations, housing, and service providers in the planning process
- Regular consultation with the cit staff
- Facilitation of public presentations, meetings and hearings as appropriate

III SUBMITTAL REQUIREMENTS

GENERAL INSTRUCTIONS

- Original copy of RFP delivered by deadline date and time (Tuesday August 11th, 2009/3:00 pm.)
- Sealed envelope labeled as follows: “

City of Garland
Consolidated Plan – **RFP 434-09**
200 N. Fifth Street
City Hall Purchasing Department
Garland TX 75040

PREPARATION OF BID

- When submitting by hard copy, submit an original proposal and three (3) copies. Failure to submit an original and three (3) copies will constitute a non-responsive proposal.
- Submittal must follow format of RFP.
- If submitting electronically through BidSync no additional copies are required.
- Make proposal in name of principal and if co-partnership, include **names of all parties** with complete addresses.
- Proposals must be received prior to due date and time. **No late proposals will be accepted.**
- Proposals must clearly state the legal name, address, telephone number and fax number of the Consulting Firm (corporation, partnership, and individual). The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Consulting Firm to the submitted proposal. The Agreement and Information form shall be used to satisfy this requirement.
- The proposal shall include an itemized estimate of the cost for consulting services. The City of Garland intends to enter into a **not-to-exceed price contract** (payment based on itemized expenses) with the Consulting Firm.
- Proposals must include an outline of the approach, process and time schedule to complete the project.
- The Consulting Firm is responsible for all costs related to preparation of the proposal, including an interview presentation to the City of Garland selection committee if requested.

IV QUALIFICATIONS

- Bidding firm must provide a description of qualifications, experience and resources as they relate to undertaking the Consolidated Plan.
- Bidding firm must provide resumes of specific individuals who will be assigned to work on the project.
- Bidding firm must provide 3 references from organizations where similar work has been performed.

V SELECTION PROCESS

Based on evaluation of proposals submitted, the City of Garland will select a Consulting Firm for further negotiation, or may select finalists who may be required to partake in interviews, including key personnel designated for the proposal.

Any proposal may be withdrawn up until the date and time set for receiving proposals. Any proposal not so withdrawn shall, upon opening, constitute an offer for a period of 90 calendar days to provide the services set forth.

This Request for Proposal does not commit the City of Garland to award a contract, to pay any costs incurred in the preparation of a proposal pursuant to this request, or to procure or contract for services. The City of Garland reserves the right to accept or reject any proposal received pursuant to this request, to negotiate with all qualified sources, or to cancel in whole or in part the Request for Proposal, if it is in the best interest of the City of Garland to do so.

Responses will be evaluated and the Consulting Firm selected based on the following criteria:

- The Consulting Firm's approach, plan of work, recommended schedules, and suggested responsibility assignments. 20 points
- The Consulting Firm's compliance with public policy and record of past performance with other Cities. 25 points
- Qualifications and experience in providing the requested service(s) as exemplified by past projects and client contacts. 40 points
- Experience and qualifications of personnel to be assigned to the project. 15 points

The selected consultant will be requested to enter into a formal agreement with a payment schedule to be negotiated. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.

VI GENERAL CONDITIONS

- No proposal shall be handled so as to permit disclosure of the identity of the offer or contents of the proposal to competing Consulting Firm during the process of negotiation.
- The Consulting Firm certifies that the proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same project, without prior knowledge of competing proposals, and in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- Upon signing the proposal, the Consulting Firm certifies that no member of the governing body of the City of Garland, or members of their immediate family including spouse, parents or children, or any officer or employee of the City of Garland, or any member or employee of a commission, board or corporation controlled by the City of Garland has received or has been promised, directly or indirectly, any financial benefit related to this contract.
- The procurement of the services solicited herein shall be competitive negotiation as set forth in 24 CFR Part 85, Administrative Requirement for Grants, specifically section Part 85.36(b).
- All qualified individuals and firms will receive consideration without regard to race, color, religious creed, gender identity, sexual orientation, ancestry, national origin, age, handicap/disability or sex. The City of Garland is an equal opportunity employer.
- Additional terms and conditions as attached.

City of Garland Proposal Additional Terms and Conditions

DISCLOSURE OF CERTAIN RELATIONSHIPS: 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. By law, this questionnaire must be filed with the records administrator of the City of Garland not later than the 7th business day after the date the person becomes aware of facts that require the statement to 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. Chapter 176 and the questionnaire may be found at www.garlandpurchasing.com.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

PROHIBITION AGAINST PERSON INTEREST IN CONTRACTS: No City of Garland employee shall have a direct or indirect financial interest in any contract with the City, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the City.

RIGHT TO AUDIT: Purchaser shall have the right to examine and audit after reasonable notice any and all books and records of Seller/Contractor that may relate to this agreement including, without limitation, the performance of Seller/Contractor, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at Purchaser's request, be made available at a location designated by Purchaser. Seller-Contractor shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by Purchaser. Unless otherwise agreed by the parties, such records must be made available to Purchaser within five business days. The provisions of this paragraph shall survive the termination of this agreement.

FUNDING OUT CLAUSE: This agreement may be terminated by the City without notice and without penalty or liability in the event that (1) the City lacks sufficient funds for this agreement; (2) funds for this agreement are not appropriated by the City Council of the City; and (3) funds for this agreement that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the City.

DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the City within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not reasonable resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect tot the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

Working Day or Days: The following are legal holidays for the City of Garland:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
July 4th
Labor Day
Thanksgiving (2 days)
Christmas (2 days)

Business Hours: 8:00a.m. to 5:00p.m. Monday through Friday.

FINANCIAL STABILITY: Provide a set of the most recent audited financial statements

PRIOR OR PENDING LITIGATION OR LAW SUITS: Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable.

RIGHT OF TERMINATION FOR FAILURE TO PERFORM: Garland reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award. Garland reserves the right to terminate the contract immediately in the event the successful vendor fails to: 1) meet milestone or completion schedules, or 2) otherwise perform in accordance with the accepted proposal.

TERMINATION FOR CONVENIENCE: Either party may terminate this Contract at any time, at will and without cause, 30 days after delivery of written notice of termination to the other party. In the event the City terminates this Contract and the Contractor is not then in default, or otherwise in breach of this contract, the City agrees to pay the Contractor for all services actually performed and for expenses actually incurred as of the day of termination provided that such services and expenses conform to the terms of this Contract.

METHOD TO REMEDY PERFORMANCE FAILURE: The successful vendor and Garland agree that both parties have all right, duties, and remedies available as stated in the Uniform Commercial Code.

PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Vendors, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by vendor as such will be treated as confidential by Garland to the extent allowable in the Open Records Act.

ASSIGNMENT AND SUCCESSORS: The successful vendor shall not see, assign, transfer or convey any contract resulting for this proposal, in whole or in part, without the prior written consent of the City of Garland.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the successful vendor and Garland. No different or additional terms will be come part of this contract except as properly executed in an addendum or change order.

SALES TAX: Garland is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.

GARLAND

CITY COUNCIL POLICY

OPNS-04 – Qualifications for Doing Business with the City

I. Purpose and Need for Policy

The purpose of this policy is to foster the public's trust in the conduct of City business and to further insure the expenditures of public funds is beyond reproach.

II. Policy

Other than the exceptions cited below, it is the policy of the City Council to not enter into or renew a contract to purchase, sell, or lease property or services to or from any entity described in this policy.

III. Procedure to Accomplish Policy

- A. The City of Garland shall not, except as provided herein, enter into or renew a contract to purchase, sell, or lease property or services to or from any person or entity who has been:
- 1) Convicted of any state or federal felony offense. Conviction includes a final probation, deferred adjudication or similar disposition.
 - 2) Convicted or fined in excess of \$50,000 on certain state or federal discrimination offenses. Discrimination charges include only those brought for discrimination against the race, sex, or religion or an individual or class of individuals.
- B. Persons or entities doing business with the City include:
- 1) Individuals, corporations, partnerships, associations, or limited liability companies.
 - 2) Owner or principal operators of entities referenced in paragraph B(1).
 - 3) Principal officers of entities referenced in paragraph B(1).
 - 4) Shareholders in corporations or limited liabilities companies if there are five or fewer shareholders.
 - 5) Majority owned affiliates of any entity referenced in paragraph B(1).
- C. This policy shall not apply when:
- 1) Three years have elapsed between the conviction and the approval of the contract.
 - 2) The contract does not require City Council approval.
 - 3) Anything of value is paid or given to informants or participants in a crime stopper program, or
 - 4) The City Council determines this policy could cause grave injury or impose a severe financial hardship to the City of Garland by its application, and is waived by an affirmative vote of not less than six (6) Council members.
- D. On bid applications that may result in a contract award by the City Council, the City shall require a representation by bidders that the bidder is not disqualified by the application of this policy.
- E. After contract award, but prior to the commencement of the project or the delivery of the service or property, a determination that the bidder is in violation of this policy shall be cause for terminating the contract.

By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-04 and bidder represents and warrants that bidder complies with the requirements of the City Council Policy OPNS-04 and is in no manner disqualified from doing business with the City under that policy.

GARLAND

CITY COUNCIL POLICY

OPNS-28 – Business Conduct with Delinquent Account Holders and Litigants

I. Purpose and Need for Policy

The City conducts business with its citizens and the public at-large. In so doing, there are instances where the City may be asked to conduct business with those who are delinquent in their payment(s) to the City on various accounts or who may be involved in litigation with the City. Examples of the types of delinquent accounts which can be substantial in nature are impact fees, property taxes (generally person property), utility bills, EMS fees, and damage claims to City property. A policy is needed to ensure that the City does not conduct business with those individuals.

II. Policy

It is the policy of the City Council to forbid any individual or business entity to conduct business with the City if such person(s) currently owe(s) the City money which is past due or delinquent on property taxes, impact fees, utility bills, Municipal Court fees, EMS fees, or damage claims to City property. Unless prohibited by law, it shall further be the policy of the City Council to forbid any individual or business entity who files meritless litigation against the City from conducting business with the City.

III. Procedure to Accomplish Policy

On a monthly basis, the Managing Director of Customer Services shall produce a delinquent accounts list containing the names of those businesses and/or individuals who are delinquent in paying the City for property taxes, impact fees, utility bills, EMS fees, or damage claims. Copies of the delinquent tax history shall be distributed to the City Manager's office, Purchasing, Engineering, Planning, and Building Inspection Departments. The delinquent accounts list relating to impact fees, utility bills, EMS fees, and/or damage claims shall be housed in the Customer Service Department. These lists will be available to the City Manager, Assistant City Manager's, and other departments upon request, to be checked prior to permit issuance or other conduct of business by the City with any business or individual. The City will not do business with any business or individual until the delinquent account is paid in full. The City shall not award any contracts for services and/or goods to any business, firm, and/or individual(s) who are delinquent or have demonstrated that they are not the most responsible bidder.

IV. Responsibility and Authority

1. The Managing Director of Customer Service shall be responsible for producing and distributing a delinquent accounts list containing names of businesses and/or individuals who are delinquent in paying their property taxes, impact fees, utility bills, EMS fees, or damage claims to the City.
2. The Purchasing Manager shall be responsible for the reporting and removal of any bids submitted by any business(es), firm(s), and/or individual(s) who are delinquent in payment(s) of their utility bills, EMS fees, property taxes, impact fees, or have damage claims to the City.
3. The City Manager is responsible to ensure that this policy is upheld and that the Council is kept abreast of its effectiveness.

By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-28 and bidder represents and warrants that bidder complies with the requirements of the City Council Policy OPNS-28 and is in no manner disqualified from doing business with the City under that policy.

Revised 6/4/09(liq. dam./ret. removed)

AGREEMENT & INFORMATION FORM

DELIVERY WILL BE F.O.B. CITY OF GARLAND. ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

PROMPT PAYMENT DISCOUNT % FOR PAYMENT MADE WITHIN DAYS OF ACCEPTANCE OF GOODS OR SERVICES.

PAYMENT TERMS: Net 30. If PROMPT PAYMENTS are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice, whichever is later.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

PRICES QUOTED SHALL REMAIN FIRM AND IRREVOCABLE FOR A PERIOD OF DAYS.

IT IS THE POLICY OF THE CITY OF GARLAND TO INVOLVE HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) TO THE GREATEST EXTENT POSSIBLE IN THE PROCUREMENT OF GOODS, EQUIPMENT, SERVICES AND CONSTRUCTION PROJECTS. PRIME SUPPLIERS/VENDORS ARE ENCOURAGED TO PROVIDE HUBs THE OPPORTUNITY TO COMPETE FOR SUB-CONTRACTING AND OTHER PROCUREMENT OPPORTUNITIES. A LISTING OF HUBs IN THIS AREA MAY BE ACCESSED AT THE FOLLOWING STATE OF TEXAS WEBSITE.

<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>

☐ We **DO NOT** take exception to the Bid specifications.

☐ We **TAKE** exception to the Bid specifications (explain):

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same Terms and Conditions? ☐ YES ☐ NO

The City of Garland reserves the right to reject any and/or all bids.

The City shall at time of issuance of this agreement, by 30 day written notice, have the absolute right to terminate this agreement for cause or for convenience. Cause shall be the vendor's refusal to perform any provision of the work or failure to meet specifications, quantity or quality of work performed within the time specified by this agreement. In such case, the vendor shall be liable for any damage suffered by the City. However, the vendor shall not be held responsible for failure to perform if such failure is caused by acts of God, acts of the public enemy, acts of the governments, provided the vendor notifies the City within 30 days after such cause occurs. If the agreement is terminated by the City for convenience, the vendor has no further obligation under the agreement. Payment shall be made to cover the cost of material/work in progress or "cosigned to the City as of the effective date of termination.

Bidder agrees to comply with all conditions of this sheet and additional terms, conditions and specifications as

pertains to this bid process. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and general conditions of bidding, all of which are made part of this offer. This offer is not subject to withdrawal after award is made. Bidder guarantees product offered will meet or exceed specifications identified in this bid request.

Signatory certifies no change has been made whatsoever to the content of this document as provided by the City of Garland

Name of Business:

Business Address:

City / State / Zip Code:

Phone:

Fax:

Authorized (Name):

Signature:

E-Mail Address:

FEDERAL ID #:

Date:

Please supply Remit To Address, if different than your physical address:
REMIT TO ADDRESS:

The City of Garland is an active supporter of Historically Underutilized Business (HUB) enterprises development and is committed to increasing its purchases from HUB companies through the competitive bid process. The City of Garland accepts certification from the State of Texas. The City of Garland may accept certifications from other sources on a case by case, project by project basis. Visit www.garlandpurchasing.com for further information.

Minority Owned Business: Yes ☐ No ☐ Include copy of current certification with your response.

Type of products or services provided: (please check explanation that applies) determines 1099 status: (CHOOSE ONE):

- | | | | |
|------------------------------|--------------------------|---------------------------|--------------------------|
| A. products/goods: | ☐ | F. Professional services: | ☐ |
| B. PARD class instructors: | ☐ | G. Escrow Payments: | ☐ |
| C. ROW/land/bldg purchases: | ☐ | H. Housing Landlords: | ☐ |
| D. Employee: (expense reimb) | ☐ | I. Insurance Claimants: | ☐ |
| E. Construction: | ☐ | J. Other Services: | ☐ |

Quotations will not be considered unless quoted F.O.B. delivered, City of Garland, Texas.

For special delivery of bids, our physical address is: 200 N. Fifth Street, Garland, TX 75040.

The City of Garland will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.

No employee shall have a direct or indirect financial interest in any contract with the City, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the City.

FRAUD POLICY: Vendors submitting proposals to the City of Garland must review the City's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

The signature below acknowledges that I am aware of and have read the City of Garland Fraud Policy Directive. As a contractor/vendor engaged in a business relationship with the City of Garland, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy. One key responsibility is to report all suspected fraud to the City's Fraud Hotline at 972-205-2739.

Copies of the City of Garland's Fraud Policy can be located at www.ci.garland.tx.us/City Hall/Internal Audit/Fraud Policy.com.

ELECTRONIC BIDS: The City of Garland uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the vendor for standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the *successful* Vendor (s) agree to pay to BidSync a transaction fee on one percent (1%) of the total awarded amount of all contracts for goods and/or services. Cooperative Bids and Reverse Auctions will be clearly marked on the bid documents. To assure that all Vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

VENDOR RESPONSIBILITY It is the vendor responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time.

A W-9 form will be required from the awarded vendor.

Acknowledgement of Addenda: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐

Vendors WILL be notified of any addenda and Q&A if they are on the invited list, they view the bid or add themselves to the watch list.

Is Bid Bond attached if applicable? ☐ Yes ☐ No

I hereby certify that the above information is true and correct to the best of my knowledge.

Question and Answers for Bid #434-09 - RFP for Consulting Services for HUD Approved Consolidated Plan Preparation

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 31, 2009 12:00:00 PM CDT