

Solicitation 525-08

GIS Consulting Services



City of Garland

Bid 525-08

GIS Consulting Services

Bid Number	525-08
Bid Title	GIS Consulting Services
Bid Start Date	Sep 9, 2008 9:04:35 AM CDT
Bid End Date	Sep 18, 2008 3:00:00 PM CDT
Question & Answer End Date	Sep 16, 2008 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 RFP Depot website.

Item Response Form

Item	525-08-1-01 - GIS Consulting Services, per COG Spec.
Quantity	1 each
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 525-08

Geographic Information Systems Consulting Services

City of Garland, Texas

Scope of Work

The City of Garland's ITS department is soliciting proposals for an analysis of its Geographic Information Systems. The purpose of the engagement is to help the City's ITS department achieve the following:

- Reduce operational costs
- Optimize GIS data maintenance and administration
- Support new city initiatives, for example, improve asset management

The selected consultant must spend time on-site conducting a series of meetings to understand and document the following.

- Current GIS hardware and software configuration and software license structure
- GIS database content and structure
- Current responsibilities, staff effort and work flows associated with GIS data maintenance
- Custom or 3rd party applications used by city departments

It is anticipated that the consultant will need to meet with the following individuals or departments.

- Chief Information Officer
- Information Technology - GIS section
- Engineering department
- Water department
- Garland Power and Light - GIS section

Requested Deliverables

With the completion of the on-site interviews and analysis of the data collected, the selected vendor will deliver a draft report of its finding and recommendations. After reviewing the report with the CIO and making necessary changes, the vendor will prepare and deliver an on-site presentation of the final report's findings and recommendations to City's Information Technology Board.

Pricing

The City of Garland requests a firm fixed price proposal from interested vendors. The quoted price should include the cost of all labor, materials, and vendor travel to complete the scope of work proposed and to produce the project deliverables.

Evaluation Criteria

The City will select the lowest, qualified proposal, taking into account the following criteria.

- Experience of the company and its proposed team members 50%

- Ability to complete the work within 120 days of contract execution 25%
- Price 25%

Instruction to Bidders

Request for Proposal #: 525-08
Geographic Information Systems Consulting Services

Closing September 18, 2008

Submission:

Proposals (hereafter referred to as bids or proposals), in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Bids/Proposal shall be submitted electronically or if submitting in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BID/PROPOSAL: All documents may be submitted electronically, delivered or mail to:

City of Garland
PO Box 469002
200 North Fifth Street
Attn: Purchasing Department
Garland, TX 75046-9002
Proposal 525-08
Closing **3:00 P.M.**, THURSDAY, September 18, 2008

**ALL RESPONSES MUST BE RECEIVED IN CITY PURCHASING OFFICE
BEFORE CLOSING DATE AND TIME.**

Late Proposals: Bids/Proposals received in the Purchasing office after submission deadline shall be returned unopened and will be considered void and unacceptable. Garland is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Purchasing Office shall be the official time of receipt. The right is reserved as the interest of the City may require to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

Specification Questions

Any questions, Technical and/or Non-Technical pertaining to this bid, must be submitted to the Purchasing Buyer, through the RFP Depot system. To be accepted all questions must be submitted to the Buyer not later than 12:00 noon, September 16, 2008. The City is not obligated to and may at its own discretion choose not to accept or answer questions received after that date.

References

Garland requests vendor to supply, with their response, a list of at least three (3) references. References will be customers of like size where like services have been supplied. Include name of firm, address, telephone number, email, name of representative, and years of service.

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/default clause

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.

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.

Cost of Response to Proposal

Any cost incurred by the vendor in responding to the proposal is the responsibility of the vendor and cannot be charged to the City.

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.

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.

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 the books and records of Seller-Contractor at any reasonable time. Such books and records will be maintained in accordance with generally accepted accounting principles and will be adequate to enable determination of compliance with the provisions 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.

LIQUIDATED DAMAGES: The Contractor agrees to pay to the City the sum of **Five Hundred Dollars (\$500.00)** per day for each un-excused calendar day that completion of the entire contract is delayed beyond the time provided above. The sum, if any, of liquidated damages due to the City shall be deducted from any payments due to or to become due to the Contractor.

RETAINAGE: As security for faithful completion of the work by the Contractor, the City shall retain 10% of the total dollar amount of all work done on the Project, as submitted by the Contractor on each pay request. Retainage shall be held by the City until the final acceptance of the Project.

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.

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.

- ☐ 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:

The City of Garland is an active supporter of Disadvantaged & Minority/Women-owned business enterprises development and is committed to increasing its purchases from minority and women-owned companies through the competitive bid process. The City of Garland accepts certification from the State of Texas, resident state and North Central Texas Regional Certification Agency (NCTRCA).

Minority Owned Business: Yes ☐ No ☐ Certification #

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.

ELECTRONIC BIDS: The City of Garland uses RFP Depot 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 RFP Depot 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.rfpdepot.com for further information.

VENDOR RESPONSIBILITY It is the vendors 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 ☐

Is Bid Bond attached if applicable? ☐ Yes ☐ No

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

REMIT TO ADDRESS:

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Question and Answers for Bid #525-08 - GIS Consulting Services

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: Sep 16, 2008 12:00:00 PM CDT