

Solicitation 277-10

Language Interpreting Services



City of Garland

Bid 277-10 Language Interpreting Services

Bid Number	277-10
Bid Title	Language Interpreting Services
Bid Start Date	May 19, 2010 11:07:00 AM CDT
Bid End Date	Jun 10, 2010 3:00:00 PM CDT
Question & Answer End Date	Jun 3, 2010 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 documents (forms) herein and attached are required to be completed and returned with response. All questions must be posted on Bidsync website. (RFI)Request for Information: Basically research. Will not be used as a basis for award. Added on May 19, 2010: There is no price with this Request for Information

Changes made on May 19, 2010 2:37:40 PM CDT

Changes were made to the following items:
[Language interpreting services, per COG Spec.](#)
[Language interpreting services, per COG Spec.](#)

Item Response Form

Item	277-10-1-01 - Language interpreting services, per COG Spec.
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Garland <u>Purchasing Dept</u> 200 N Fifth St Garland TX 75040 Qty 1

Description
none

Changes made on May 19, 2010 2:37:40 PM CDT

Previous Title	New Title	Language interpreting services, per COG Spec.
Added Item		

Language Interpreting Services
REQUEST FOR INFORMATION 277-2010

This is a request for information (RFI) only and does not constitute a commitment, implied or otherwise, that the City of Garland, Texas will take procurement action in this matter. Further, the City of Garland will not be responsible for any cost incurred in furnishing this information.

This RFI is NOT a Request for Proposals (RFP), but rather is an exploratory request to determine the availability and pricing of Language Interpreting Services that will accomplish a comprehensive solution for the City of Garland Police Department. This RFI is a solicitation of information for ONLY 911 and non-emergency calls to the City of Garland Police and Fire dispatch. The City is soliciting information from potential sources that can provide a solution to the following requirements:

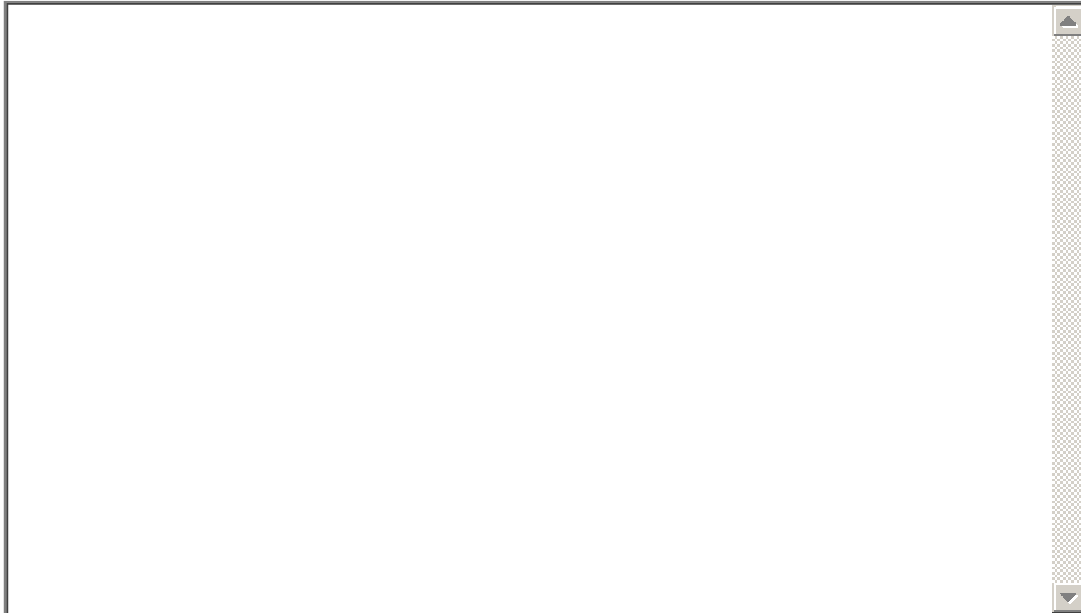
- n Must be available by phone 24 hours, 7 days a week, 365 days a year.
- n List languages available for interpretation.
- n List average time from our request for interpretation to connection with an interpreter for the following languages:

☐ Spanish	☐ Portuguese
☐ Vietnamese	☐ Korean
☐ Chinese	☐ Taiwanese
☐ Cantonese	☐ Indonesian
☐ Japanese	☐ Laotian
☐ Farsi	☐ Hindi
☐ All other (combined average)	

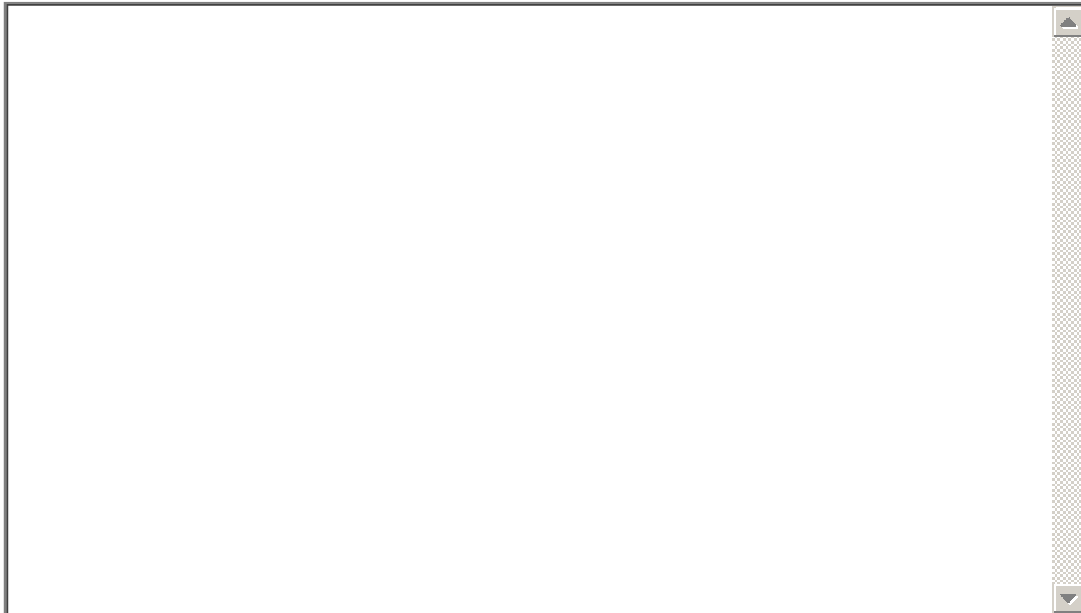
- n What information do you require at the initial contact?



- n Provide outline of how staff is trained in handling 911 calls and interpreting 2nd party information via telephone conference.

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- n Describe familiarity with police, fire, EMS and 911 procedures and terminology.

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- n Is first-person translation provided regardless of country of origin?

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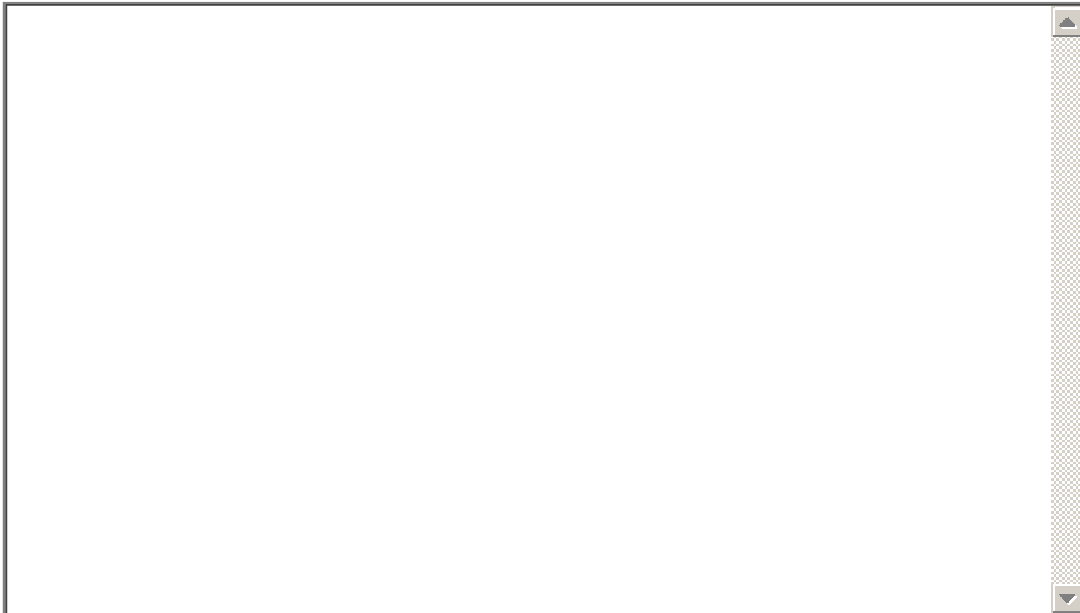
n Do you provide a toll-free connection?

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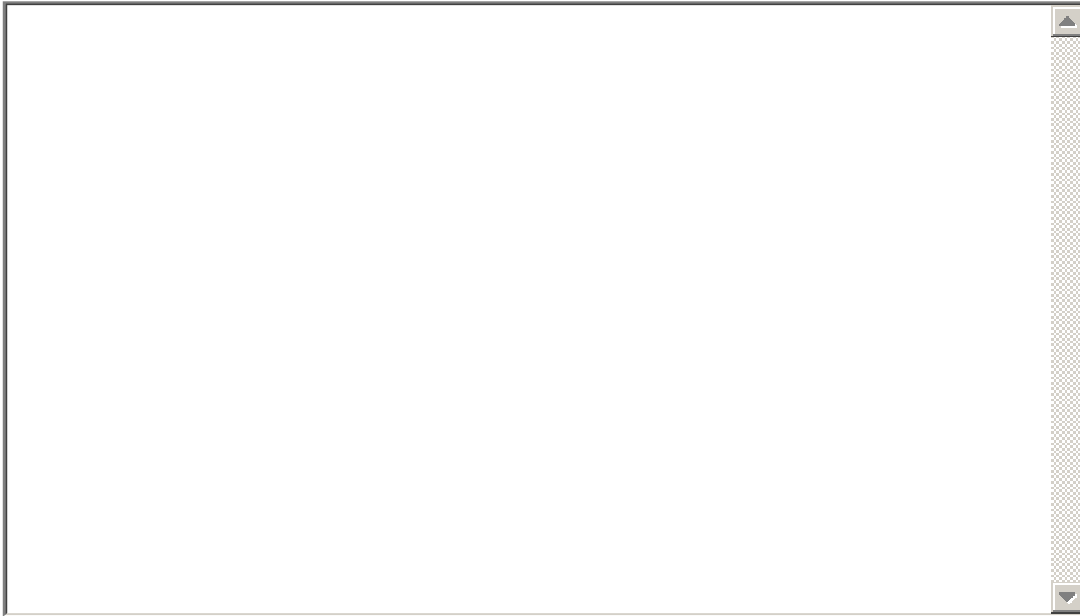
n Does the company have a quality assurance program? (Describe that program as it relates to 100% of emergency calls and at a minimum 3% of non-emergency requests for accuracy)

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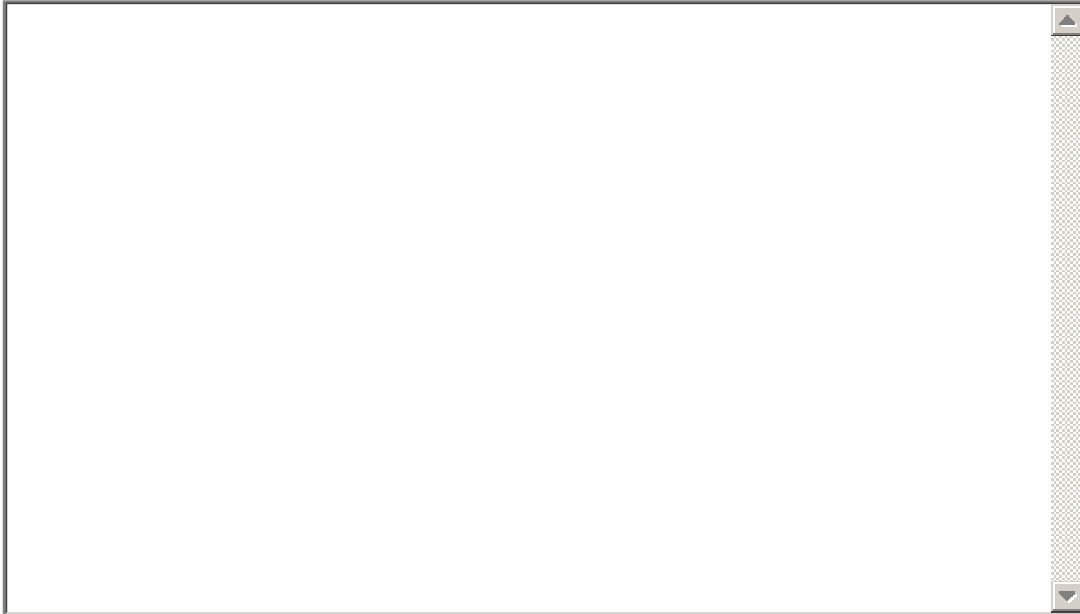
- n Would the company be willing to submit a quality improvement report to the Garland Police Department on a monthly basis?

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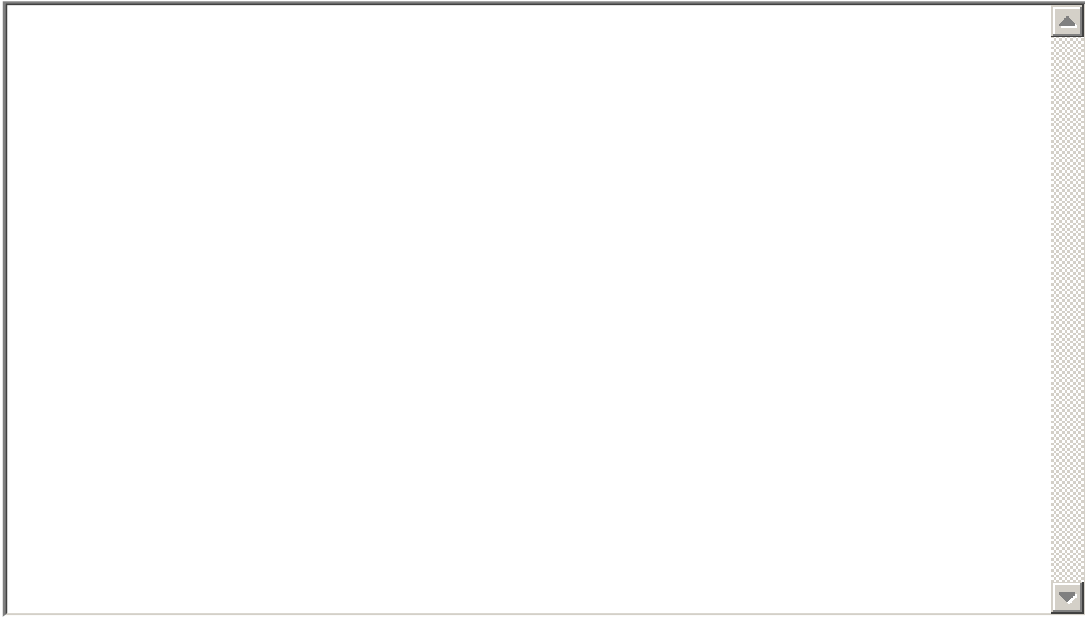
- n Are services provided on a contract basis? If so, please include a standard blank contract.

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n Do you perform background checks on your interpreters? Please describe the process.

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n Provide any other information about services or staff that would be applicable to the scope of this RFI



**CITY OF GARLAND
STANDARD TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Garland's request for Bid/Proposal are applicable to Contracts/Purchase Orders issued by the City of Garland hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Purchasing Department and the Supplier. No Terms and Conditions contained in the Sellers Bid/Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.
2. **OFFICIAL BID NOTIFICATION:** The City of Garland utilizes the following for official notifications of bid opportunities: www.bidsync.com and the Commercial Daily Record of Dallas County. These are the only forms of notification authorized by the City. The City is not responsible for receipt of notifications or information from any source other than those listed. It shall be the supplier's responsibility to verify the validity of all bid information received from any source other than the City of Garland. There will be NO COST to the Seller for using Bidsync for its Bids/Proposals.
3. **FRAUD POLICY:** The City of Garland is committed to preventing Fraud, Waste, Abuse and Unethical Conduct by its employees. Suppliers and potential suppliers should become familiar with the City of Garland's Fraud Policy located on our website at www.ci.garland.tx.us, City Hall/Internal Audit/fraud Policy. Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conduct, by calling the City's Hot Line at 972-205-2739 or write to, Fraud Hot Line P.O.Box 469002 Garland TX 75046. All contacts will be held in strict confidence.
4. **COUNCIL POLICY:** Bidder shall comply with the requirements of City Council Policy OPNS-04 Qualifications for Doing Business with the City of Garland and OPNS-28 Business Conduct with Delinquent Account Holders and litigants attached hereto.
5. **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.
6. **COMPETITIVE PRICING:** It is the intent of the city to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the city.
7. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City. The city is a participating member of several interlocal cooperative purchasing agreements. As such, the city has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.
8. **RIGHT TO AUDIT:** The city 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 the city's request, be made available at a location designated by the city. Seller/Contractor shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the city. Unless otherwise agreed by the parties, such records must be made available to the city within five business days. The provisions of this paragraph shall survive the termination of this agreement.
9. **CORRESPONDENCE:** The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
10. **INDEMNITY/INSURANCE:** See attached City of Garland minimum requirements, required for all on-site work on city property.
11. **EASEMENT PERMISSION:** The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.
12. **CITY PROVIDED SERVICES:** The contractor, or any sub-contractor or supplier shall use only city provided services in performing this contract including but not limited to: Electric (if available), Water, Sanitation and Solid Waste Services. The rate charged by the city shall be the same as charged for the same or similar services. Commercial Solid Waste rates may be obtained from City of Garland Environmental Waste Department at, 972-205-3500.
13. **CONTRACTOR EQUIPMENT IDENTIFICATION:** All equipment used on the project shall be clearly marked with the contractor's name and LOGO. Subcontractor equipment shall also be similarly marked.
14. **DELIVERY:** All goods shall be delivered F.O.B. Destination unless otherwise authorized herein. C.O.D. shipments or deliveries are not permitted.
15. **SPECIFICATIONS-SAMPLES:** If bidding on other than the item requested, sellers bid must identify the Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the city and if requested, may be returned at bidder's expense.
16. **TIE BIDS:** In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

17. ERROR-QUANTITY: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
18. ACCEPTANCE: 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 line item or total bid.
19. OEM PARTS: All vehicle options to be OEM factory installed unless otherwise identified on this bid.
20. SUBSTITUTION: Every delivery of goods by the supplier must comply with all provisions of this order including the specifications, delivery schedule, quantity and quality. Any delivery which does not conform to the buyers requirements shall constitute a breach of contract. Seller does not have authorization to make a substitute unless it is agreed to by the buyer.
21. BID LIST REMOVAL: The city reserves the right to remove a supplier from any Bid List for: (1) continued failure to be responsive to the city, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise or (4) failure to comply with the Contract/Purchase Order requirements.
22. DELIVERY TIMES: Deliveries to the City Warehouse or other designated City Buildings or Facilities will be accepted during normal working hours, i.e. 8:00a.m. to 4:00p.m., Monday through Friday unless other arrangements have been made. Deliveries being made directly to city work sites should be coordinated with the city employee responsible for the work being performed at that site.
23. PACKAGING: Unless otherwise indicated, items will be new, not rebuilt, in first class condition, and in containers suitable for damage-free shipment.
24. WARRANTY: By accepting this order seller warrants that the goods and services to be furnished will be free from defects in materials and workmanship, be of merchantable quality and fit for ordinary use, be in full conformance with buyer's specifications, drawings and data, seller's samples or models, and express warranties, and to be fit for any buyer's particular purpose expressly or impliedly known. These warranties are in addition to all others given to the buyer by the seller or by law. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the buyer, and any such limitations or exclusions are void.
25. TERM CONTRACTS: Except as otherwise provided herein, prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the city or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.
26. TERM CONTRACT QUANTITIES: The quantities in the request for bid are estimated requirements and the city reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder shall have no claim against the city for anticipated profits for quantities diminished or deleted.
27. TERM CONTRACT SHIPMENTS: The supplier will make shipments under this contract only when requested and only in the quantities requested. If there are minimum shipments or standard packaging requirements please note the items affected.
28. CONTRACT RENEWAL OPTIONS: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the city and the supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
29. TAXES-EXEMPTION: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful supplier.
30. ASSIGNMENT: Seller shall not assign this order or any interest herein, including any performance or any amount which may be due or become due hereunder, without buyer's prior written consent.
31. INVOICING: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.
32. INSPECTION: Goods purchased are subject to inspection and approval by buyer. Buyer reserves the right to reject or refuse acceptance of goods which are not in accordance with buyer's instructions, specifications, drawings and data, or seller's warranties (expressed or implied). Goods not accepted will be returned to seller at seller's risk and expense. Payment for any goods shall not be deemed an acceptance thereof.
33. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The city adopts Vernon's Texas Statutes and Codes Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
34. 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.
35. 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 resolve the claim, in the opinion of the contractor, the contractor shall give notice to that effect to 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 an 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.

36. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier 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 supplier or 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, supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

37. **PERFORMANCE:** If seller fails to comply with any provisions or terms of this order, the buyer, may at buyer's option, cancel this order or any other orders outstanding. In the event of cancellation buyer retains all rights and remedies it may have.

38. **PATENTS:** Seller agrees to indemnify and hold harmless the buyer against all costs and expenses, including attorneys fees and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which buyer or the users of buyer's products are made defendants of actual or alleged infringement of any U.S. or foreign patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to buyer's specifications or drawings) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

39. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

40. **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.

41. **TERMINATION:** The city at any time after issuance of this agreement, by 30 days written notice, has the absolute write to terminate this agreement for cause or convenience. Cause shall be the supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the supplier shall be liable for any damages suffered by the city. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the city as of the effective date of the termination.

42. **FORCE MAJEURE:** To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to it's malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

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.

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.

g:city/purchase/bonds-insurance/t&c-07-05; 7/05; 8/05; 2/06; 7/06;10/07; 2/1/08; 12/4/08 (right to audit); 5/13/09 (error); 7/1/09(rearranged); revised 8/20/09

City of Garland
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of Garland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Garland Risk Management office.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	CITY TO BE PROVIDED A WAIVER OF SUBROGATION, AND 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	CITY TO BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	CITY TO BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-rated or above.

Certificate of Liability Insurance forms may be **faxed** to Purchasing Department , attn: Sharon Towle, @ **972-205-2495, phone 972-205-2415 or emailed to: stowle@ci.garland.tx.us** Questions regarding required insurance should be directed to Robby Neill, City of Garland Risk Manager, (972)205-2481.

This form must be signed and returned with your quotation. You are stating **that you do have the required insurance and if selected to perform work for the City, will provide the certificates of insurance with the above requirements** to the City. **A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.**

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for the City of Garland. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

City of Garland
INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Garland, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Garland Contracts. I have read the provisions agree to the terms of these provisions.

COMPANY NAME

TITLE

SIGNATURE

DATE

8/09(limits added)

Agreement and Information Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company ProfileName of Business: Business Address: Contact Name: Phone#: Fax#: Email#:

Name(s) Title of Authorized Company Officers:

Federal ID #: DUN #: Remit Address: If different than your physical address: Section II Historically Underutilize Businesses (HUB)

The City of Garland supports the opportunity of HUBs to be considered for all levels of purchases of goods and services through the competitive procurement process. The City of Garland accepts HUB certification from the State of Texas. The City of Garland may accept certifications from other sources on a case by case basis. Visit www.garlandpurchasing.com for further information.

HUB Owned Business Yes ☐ No ☐ Include a current copy of your HUB certification with your response.
Identify type of material, Goods, Supplies and Services your company provides. (Determines 1099 status)

- A. Products/Goods:
- E. Construction:
- F. Professional Services:
- J. Other Services:

Section III Instructions to Bidders

Electronic Bids: The City of Garland uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total 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 contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers 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.

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

Delivery of Bids: For delivery of paper bids our physical address is:
City of Garland
200 N. Fifth Street,
Garland TX 75040
Attn: Purchasing Department Suite 203

Contractor/Supplier Employees: No Contractor/Supplier 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: The City of Garland is committed to preventing Fraud, Waste and Abuse and Unethical conduct by its employees. Suppliers and potential suppliers should become familiar with City of Garland's Fraud Policy located on our website at www.ci.garland.tx.us, City Hall/Internal Audit/Fraud Policy. Contractors/Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conducts by calling the City Hot Line at 972-205-2739 or writing to Fraud Hot Line P.O. Box 469002 Garland TX, 75046. All contacts will be held in strict confidence.

Deliveries: All deliveries will be F.O.B. City of Garland. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of ttt % is offered for Payment Made Within ttt Days of Acceptance of Goods or Services. 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 Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of ttt Days.

Exceptions: ☐ Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

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Historically Underutilized Business (HUB): It is the policy of the City of Garland to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers 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>.

Other Government Entities: 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 ☐

Bid Bond: Is Bid Bond attached if applicable? Yes ☐ No ☐

Termination: The city at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by

the city. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the city as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Agreement and Information Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees 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 conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

W-9 Form: A W-9 form will be required from the successful bidder.

The City of Garland reserves the right to reject all or part of the offer and to accept the offer considered most advantages 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 for the City.

I hereby certify that all of the information provided in sections I, II and III are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the City of Garland.

Revised 8/27/09; 9/30/09

Question and Answers for Bid #277-10 - Language Interpreting Services

OVERALL BID QUESTIONS

Question 1

Who is your current language services provider? (Submitted: May 19, 2010 1:33:22 PM CDT)

Answer

- Language Line (Answered: May 19, 2010 3:00:57 PM CDT)

Question 2

How much are you paying your current contractor per hour? (Submitted: May 19, 2010 1:34:40 PM CDT)

Answer

- This is not relevant to the RFI. We are simply seeking information about services provided.

A proposal may or may not follow based on the information received. (Answered: May 19, 2010 3:00:56 PM CDT)

Question 3

Do you accept online submission of the bid or does it have to be mailed to the City of Garland? (Submitted: May 21, 2010 11:24:38 AM CDT)

Answer

- On line is great. (Answered: May 21, 2010 11:38:22 AM CDT)

Question Deadline: Jun 3, 2010 12:00:00 PM CDT