

Solicitation 191-09

Request for Proposal to Convert Focus Reports to WebFOCUS



City of Garland

Bid 191-09

Request for Proposal to Convert Focus Reports to WebFOCUS

Bid Number	191-09
Bid Title	Request for Proposal to Convert Focus Reports to WebFOCUS
Bid Start Date	Feb 9, 2009 12:50:38 PM CST
Bid End Date	Mar 26, 2009 3:00:00 PM CDT
Question & Answer End Date	Mar 23, 2009 12:00:00 PM CDT
Bid Contact	Bob Bonnell Buyer
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.

Item Response Form

Item	191-09-1-01 - RFP to convert Focus Reports to WebFOCUS, 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



City of Garland, Texas

Convert Focus Reports to WebFOCUS

RFP #191-09

REQUEST FOR PROPOSAL

[March 26 2009](#)

CLOSING 3:00PM LOCAL TIME

City of Garland
Convert Focus Reports to WebFOCUS
RFP #191-09

The City of Garland, Texas is requesting proposals to upgrade up to 117 custom financial reports to a contemporary report-writer platform. The reports are currently executing as Focus reports (Information Builders). The City is requesting that these reports be upgraded to the latest Information Builders product, WebFOCUS Developer Studio.

SCOPE OF WORK:

The City of Garland is requesting assistance to install WebFOCUS Developer Studio on designated machines. The selected consulting firm will upgrade up to 117 FOCUS reports to the new WebFOCUS platform. The upgraded reports may then be generated as needed by the users or be automatically distributed to customers who will periodically require these reports.

This engagement will be considered as completed when:

- 1) The consultants have coordinated with the COG technology staff to design the reporting infrastructure, finalize licensing requirements and when the WebFOCUS components have been purchased
- 2) A test and production environment have been created to execute the converted/upgraded reports,
- 3) All reports identified as "priority" by the customers have been successfully converted, tested, signed-off and are executing in live mode,
- 4) The core users have been trained how to use the product to generate and/or to disburse the reports,
- 5) The City of Garland technical support staff has been trained how to administer the product.

Note: No functional enhancements or changes to the reports are being requested. This SOW is for upgrading the existing report to WebFOCUS as they are currently designed.

PROPOSAL INSTRUCTIONS:

These instructions apply to all quotations and become a part of terms and conditions.

Submission:

Proposals in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Proposals 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 PROPOSALS: All documents may be submitted electronically or mailed to:

City of Garland
PO Box 469002
Attn Purchasing Department
Garland, TX 75046-9002
Bid #191-09
Closing **3:00 P.M.**, March 26, 2009

Or hand deliver to:
200 North Fifth Street
Purchasing Department, 2nd Floor
Bid #191-09
Closing **3:00 P.M.** March 26, 2009

MARK ENVELOPE:

Bid # 191-09
Closing March 26, 2009

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

ALL questions: must be submitted through the Bidsync internet bid response system.

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.

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.

GENERAL CONDITIONS

- The content of this RFP will become a part of the final executed contract between The City of Garland and the awarded vendor. Exceptions to any of the requirements in this RFP must be specifically noted and explained by the proposer in their proposal as a condition to becoming part of the subsequent contract. The contract between the parties will consist of the final executed Purchase Order and the RFP including any modifications, and the proposer's proposal including any modifications and clarifications to the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed agreement. The final executed agreement may be amended only in writing and by mutual agreement.
- This RFP does not commit the City of Garland to award a contract. The City of Garland reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.
- The City of Garland may, by written notice, revise and amend the RFP prior to the due date for the proposal. If, in the opinion of the City of Garland, revisions or amendments will require substantive changes in proposals, the due date may be extended.
- Responses to this RFP will be the primary source of information used in the evaluation process. Therefore, each proposer is requested and advised to be as complete as possible in its response. However, we reserve the right to contact any proposer to clarify any response or to make a presentation.
- The City of Garland reserves the right, as the best interest of the City may require, to reject any and all proposals and to waive any informality in proposals received.
- The City of Garland shall not incur any liability for any costs incurred by proposers in replying to this RFP.
- The awarded vendor shall not assign or transfer any interest in the contract without the prior written consent of the City of Garland.
- This proposal and subsequent agreement shall be governed in all respects by the laws of the State of Texas.
- 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.

- The successful vendor and Garland agree that both parties have all right, duties, and remedies available as stated in the Uniform Commercial Code.
- 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.
- 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.
- Any costs incurred by the vendor in responding to the proposal is the responsibility of the vendor and cannot be charged to the City.
- Garland is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.
- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.
- 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; (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.
- 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.
- Best and Final Offer
The City reserves the right to request a best and final offer upon completion of negotiation
- Time to completion: 6 weeks or less
- 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.
- Travel and Administrative cost
All travel and administrative expenses will be the responsibility of the vendor and is not reimbursable.

Nondisclosure for vendors

Vendor agrees that any reports, data, documentation or other information given to, prepared by or reviewed by it or its employees and agents under or in connection with this Agreement may be proprietary, competitive and confidential information. Vendor shall make every reasonable effort to maintain the confidentiality of such information and shall not sell, license, publish, display, distribute, disclose or otherwise make available such information of the City to any third party, nor use such information except as authorized by this Agreement, without the prior written consent of the City unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, information will not be released pursuant to a subpoena without first providing the City notice of the subpoena and an opportunity to contest (at the City's sole expense) the release of the information.

Best Value/Selection Criteria

Award will be made to the lowest responsible response or to the vendor offering best value for the City of Garland.

<u>Selection of Criteria</u>	<u>Relative Weight Value</u>
Price	50%
Experience with the product	30%
Thoroughness/Clarity of Proposal	10%
References/Consulting Experience	10%

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 provided. Include name of firm, address, telephone number, email, name of representative, and years of service. References may be uploaded and attached to the electronic response.

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.

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.
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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.

CITY OF GARLAND TERMS AND CONDITIONS

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 and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received from any source other than the City of Garland.

1% EXEMPTION: Vendor is exempt from 1% transaction fee payable to BidSync.

ANNUAL CONTRACT SHIPMENTS: The Vendor will make shipments under this contract only when requested and only in the quantities requested. If there are minimum shipments or standard packaging please note the items affected.

WARRANTY STANDARDS: Successful bidder to include copy of complete warranty standards listing for unit bid.

OEM PARTS: All vehicle options to be OEM factory installed unless otherwise identified on this bid.

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.

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.

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.

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.

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.

SUBSTITUTION: Every tender or delivery of goods must comply with all the provisions of this order as to time of deliver, quality and quantity. Any tender which does not fully conform shall constitute a breach and Seller shall not have a right to make a substitute conforming tender except as agreed to by the Buyer.

DELIVERY: All goods shall be delivered F.O.B. Destination unless otherwise indicated herein. C.O.D. shipments or deliveries are not permitted or acceptable, and for any C.O.D. tender the Buyer reserves the right to terminate the contract.

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 (express 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.

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.

DELIVERY PROMISE/PENALTIES: Bids MUST show the number of calendar days required to place the goods in the City's receiving dept. or Warehouse under normal conditions. DO NOT quote shipping dates. A minimum of five day better delivery promise will automatically break a tie bid. Consistent failure of a Bidder to meet delivery promises without valid reason may cause a removal from the Bid List.

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.

INDEMNITY/INSURANCE: See attached City of Garland minimum requirements, required for all on-site work on City property.

INVOICING: Send ORIGINAL INVOICE and DUPLICATE COPY, with ORIGINAL BILL OF LADING or ORIGINAL EXPRESS RECEIPTS, to address indicated on day of shipment. 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, your invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

COMPLIANCE WITH LAWS & GOVERNMENT REGULATIONS: (a) Seller shall comply with the provisions of all Federal, State and local laws and regulations applicable to this order, or to any goods or services to be furnished hereunder, and shall, upon request by Buyer, furnish Buyer with satisfactory proof of compliance with any designated law or regulation. (b) If this order is an order within the meaning of Executive Order 11246, the nondiscrimination provisions of Section 202 of that order shall be deemed incorporated herein, and applicable to the parties hereto, and Seller will comply with all provisions of the Civil Rights Act of 1964, all pertinent rules, regulations, and orders of the Secretary of Labor and the provisions of Executive Order 11246 to the extent they are applicable to this order.

ENTIRE AGREEMENT: This order sets forth the entire agreement between the Buyer and Seller and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this order shall be binding unless made in writing and signed by the Buyer and Seller. No terms contained in Seller's invoice or statement shall serve to modify this order. If any conflict exists between written provisions on the face of, or attached to this order, and these printed Terms and Conditions, these written provisions shall prevail.

PACKAGING: Unless otherwise indicated, items will be new, not rebuilt, in first class condition, and in containers suitable for damage-free shipment.

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.

DELIVERY TIMES: Deliveries will be accepted only during normal working hours, i.e., 8:00a.m. to 4:00p.m., Monday through Friday at designated City receiving departments or Warehouse, unless prior arrangements have been made with the receiving department.

TIE BIDS: In case of tie bids, preference will be given to local vendors in accordance with State law.

BID LIST REMOVAL: The City reserves the right to remove a company from any Bid List for: (1) continued failure to respond when approached, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

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 item or total bid.

SPECIFICATIONS-SAMPLES: If bidding on other than referenced, bid must show trade name, manufacturer name and/or catalog number, and certify article 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.

CONTRACT QUANTITIES: The quantities in the request for bid are estimated annual requirements and the City reserves the right to increase, decrease or delete any item to be furnished. The successful bidder shall have no claim against the City for anticipated profits for quantities diminished or deleted.

CONTRACT RENEWAL OPTIONS: In the event a clause for option to renew for an additional period is included in the request for bid. Renewals will be based solely upon the option and agreement between the City and the vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

TERM CONTRACTS: Prices as stated in the purchase order shall remain firm for the entire contract period. Unforeseen changes in the economy may suggest price adjustments. Any price adjustment requested must contain specific information the relevant material in the product, actual cost of that material, the Bureau of Labor Statistics Data Description used to calculate the request, etc. Criteria may be obtained from the Purchasing Department. The City may reject any request for price adjustment.

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 vendor.

COOPERATIVE 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.

INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Garland. The City of Garland is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Garland has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant..

COUNCIL 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. (City Council Policy OPNS-28). Submission of this bid/proposal or acceptance of this contract certifies compliance with the policy.

COUNCIL POLICY: By the execution and submission of this bid, bidder acknowledges that bidder has received a copy of City Council Policy OPNS-04 (enclosed) 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 PROVIDED SERVICES: The contractor, or any sub-contractor or vendor 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 Solid Waste, Commercial Rates, 972-205-3500.

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.

TERMINATION: 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 otherwise not available to the City.

The City 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 or failure to perform 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.

ELECTRONIC BIDS: The City of Garland uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the vendor for bids or proposals. Refer to www.bidsync.com for further information.

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.

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 reasonably 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.

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.

COMPETITIVE PRICING: Pricing from Interlocal and cooperative purchasing agreements may be considered.

PROCUREMENT PROCESS: The City will comply with and require all contractors to comply with all applicable federal, state and local laws, regulations and guidelines containing EEO/AA and Disadvantaged Business Enterprise requirements.

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
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 OF 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.

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.

QUALIFICATION STATEMENT INFORMATION RETAINED FOR 12 MONTHS

- | Complete qualification statement once
- | Information retained for 12 months from initial date
- | Document will appear in documents section for each City of Garland bid
- | Do not have to click on it BUT
- | Can review and update as needed – be sure to save if updating
- | At end of 12 months form will be blank, “Pending acceptance” message will appear

SC.37 CONTRACTORS QUALIFICATIONS

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a list of projects successfully completed that required work under similar specifications. This list shall include the names of supervisors and type of equipment used to perform this work.

BIDDERS QUALIFICATION STATEMENT

Project:

Contractor:

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Other
☐ Corporation ☐ Joint Venture

Name:

Partner:

Title:

Title:

Address:

Address:

City:

City:

State & Zip: State & Zip: Phone: Phone: State and Date of Incorporation, Partnership, Ownership, Etc. Location of Principal Office: Contact and Phone at Principal Office: Liability Insurance Provider and Limits of Coverage: Workers compensation Insurance Provider: Surety (Performance and Payment): Address: Contact and Phone: Total Number of Employees to be Associated with this Job: Managerial Administrative Professional Skilled Semi-Skilled Other Percentage of Work to be Done by Bidders Employees (Based on Dollars Bid):

Type(s) of Work to be Done by Bidders Employees (examples: concrete paving, structural concrete, water lines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

Access to Tools and Equipment: Percent Owned Percent Rented Number of Years in Business as a Contractor on Above Types of Work:

Type(s) of Work to be Done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor, Use Additional Sheets if needed.

Type of Work and Sub-Contractor

	 
	 
	 
	 
	 
	 

List your most current completed projects, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Project:

Project Description:

	 
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Owner/Agency:

Year Built Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built

Contract Price:

Contact Person:

Phone:

Trade References (List Company, Address, Contact Person, and Phone):

Bank References (List Institution, Address, Contact Person, and Phone):

Claims and Suits (If the answer to any of the questions is yes, please attach details):

- ┆ Has your organization ever failed to complete any work awarded to it?
- ┆ Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
- ┆ Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- ┆ Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

I, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this day of , 20 .

Name of Organization:

By:

Title:

STATE OF TEXAS

COUNTY OF DALLAS



From what source do you normally receive notice of solicitations?

- ☐ Newspapers
- ☐ Website
- ☐ Email Notice
- ☐ Regular Mail Notice
- ☐ Other

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 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 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 €

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

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

REMIT TO ADDRESS:

	 
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Question and Answers for Bid #191-09 - Request for Proposal to Convert Focus Reports to WebFOCUS

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: Mar 23, 2009 12:00:00 PM CDT