



REQUEST FOR QUALIFICATIONS (RFQ)

FOR DESIGN AND ENGINEERING OF THE PREMIER LIBRARY AND SIGNATURE PARK &
TRAIL

RFQ 2019-100-1

CITY OF CEDAR HILL

285 UPTOWN BLVD

CEDAR HILL, TX 75104

ISSUED September 17, 2019

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KEY DATES AND INFORMATION

PROJECT NAME	PREMIER LIBRARY AND SIGNATURE PARK & TRAIL
DELIVERY LOCATION	PURCHASING DEPARTMENT 285 UPTOWN BLVD CEDAR HILL, TX 75104 PURCHASING@CEDARHILLTX.COM
AWARDED BY	THE CITY OF CEDAR HILL
QUESTIONS/ CLARIFICATIONS/ GENERAL REQUESTS	Greg Pervis at purchasing@cedarhilltx.com or (972) 291-5100 ext. 1064 (Written Requests Only)

PROPOSAL DUE DATE/TIME: NOVEMBER 1, 2019, NO LATER THAN 3:00 PM (LOCAL)

Seven (7) hard copies and One USB drive with a PDF of the Statement of Qualifications and completed forms is required.

PERSONS OR FIRMS PRACTICING ARCHITECTURAL AND / OR ENGINEERING SERVICES IN THE STATE OF TEXAS MUST POSSESS A PROPER RESISTRATION IN ACCORDANCE WITH TEXAS LAWS.

The City of Cedar Hill will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City of Cedar Hill reserves the right to negotiate with any and all persons or firms. The City of Cedar Hill also reserves the right to reject any or all SOQ(s), or to accept any SOQ deemed most advantageous, or to waive any irregularities or informalities in the SOQ received, and to revise the process schedule as circumstances arise.

INTRODUCTION

The City of Cedar Hill, Texas is soliciting a Request for Qualifications (RFQ) for professional design and engineering firms to design the new Premier Public Library and Signature Park & Trail. This request for qualifications (“RFQ”) invites competitive offers to provide design and engineering of the Library and Signature Park and Trail.

The City of Cedar Hill, Texas is an equal opportunity employer and does not discriminate in awarding of contracts or employment of persons because of their race, color, age, national origin, religion, sex, disability, sexual orientation, or any other characteristic protected by law. The City of Cedar Hill, Texas requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

It is the policy of the City of Cedar Hill to actively encourage and seek qualified and certified M/WBEs, DBEs, SBEs and local businesses to participate in all phases of the procurement process. In this effort, the City will take appropriate measures to assure that M/WBEs, DBEs and SBEs have knowledge of, access and equal opportunity to compete for the goods and/or services required by the City of Cedar Hill. For Professional Services, the participation shall include the respondent that demonstrates competence, qualifications and the ability to perform the services for a fair and reasonable price based on the solicitation requirements. For further information on Diversity in Procurement, please see the City’s website: <http://cedarhilltx.com/2381/Purchasing-Policy>.

The City of Cedar Hill has established a 20% goal for M/WBE participation for this project.

GENERAL INFORMATION

Nestled 20 minutes southwest of downtown Dallas, Cedar Hill is a thriving suburb situated along the eastern shore of Joe Pool Lake and Cedar Hill State Park. Known as the Hill country of the Metroplex, Cedar Hill's lush, tree-lined rolling hills, and wide-open green space are home to a unique combination of flora and fauna unlike any other in the State. At 880 feet above sea level, Cedar Hill boasts the highest elevation between the Red River and the Gulf of Mexico. This distinctive collection of natural assets has attracted partnerships with the Dogwood Canyon Audubon Center, Cedar Hill State Park, Dallas County, local schools, and other organizations that are committed to preserving open spaces and critical ecosystems in one of the largest planned preserves in North Texas.

Cedar Hill is a regional entertainment and dining hub that features a mix of specialty boutiques, national retail stores, and unique dining experiences. As the community has grown, Cedar Hill has retained its distinctive character as a place where no one is a stranger, and residents and visitors experience exceptional services and quality of life. The City's natural beauty and the people who call Cedar Hill home are what make Cedar Hill a Premier City.

Cedar Hill encompasses 36 square miles and is approximately 50% developed. Since the 2010 census, the City's population has grown by 5% with an estimated population of 52,659 in 2018. Much of the City's growth has been guided by a series of comprehensive planning efforts including the Comprehensive Land Use & Thoroughfare Plan, the Parks Open Space Vision Plan ([linked plan](#)), the Library Master Plan ([linked plan](#)), and many others. Based on these plans, a bond election was called and voters overwhelmingly approved funding for a new public library, parks improvements, and streets and drainage improvements in November 2017.

EXECUTIVE SUMMARY

Cedar Hill has made a conscious decision to preserve natural and open spaces in parallel with growth and economic development. The vision for the City’s Premier Public Library and Signature park is a growing collaborative space where community is nurtured, nestled in the already beautiful landscape. The library and park will be a place where the diverse families and residences can comfortably read, study, work, and relax. The Library design will meet the technological and educational needs of a vibrant and growing community and provide spaces for users of all ages that promote physical and psychological well-being. The Premier Library and Signature park design will provide the balance that can only be achieved by the centering the design around the City’s vision, mission and values.

VISION

We envision Cedar Hill as a premier city that retains its distinctive character; where families and businesses flourish in a safe and clean environment.

MISSION

The Mission of the City of Cedar Hill is to deliver the highest quality municipal services to our citizens and customers consistent with our community values.

VALUES



PEOPLE &
RELATIONSHIPS



STEWARDSHIP



HIGHEST ETHICAL
STANDARDS,
BEHAVIOR & INTEGRITY



SERVANT
LEADERSHIP

Through public input and due diligence, the future library site was selected which is located adjacent to the Government Center on Pioneer Trail and Cedar Hill Rd. The goal of the design should accomplish the top priorities of the community and broad public input will occur throughout the design process. The City of Cedar Hill is pursuing a design that accomplishes the premier goals:

Pursuing Premier

CEDAR HILL HAS
DISTINCTIVE
CHARACTER
ESTABLISHED
1846

CEDAR HILL IS
SAFE

CEDAR HILL IS
CLEAN

CEDAR HILL HAS
VIBRANT PARKS
& NATURAL
BEAUTY

CEDAR HILL HAS
EXCELLENT, SAFE &
EFFICIENT INFRASTRUCTURE

CEDAR HILL HAS
A STRONG &
DIVERSE ECONOMY

CEDAR HILL HAS
TEXAS SCHOOLS
OF CHOICE

Statement from Library Services

We are the community's Third Place and Door to Discovery! Our vision for the future library is to be the destination library where people of all ages and backgrounds can come and have transformational experiences. Premier customer service is our foundation and families are welcome to work, learn, and play while enjoying the services that we offer. Community engagement is key to everything we do. We believe that each interaction is important to the success of our city. The public library of the future provides innovative technology, diverse gathering spaces, and is the cultural center to Cedar Hill. Citizens will have access to enhanced outdoor spaces that spark creativity and imagination, as well as sustainable design to provide an oasis for those that need a safe haven and place to connect with their neighbors. The library is the heart and soul of Cedar Hill!

Site Location

The proposed location for the Premier Public Library will be on the south side of Pioneer Trail and east of Bentle Branch. The proposed location for the Signature Park will be directly southwest of the proposed location for the Premier Public Library and directly west of the Government Center.



SCOPE OF WORK

This scope of work is intended to provide a general overview and is not intended to serve as the detailed scope of work for this design project. The detailed scope of work for the Cedar Hill Premier Public Library, Signature Park and Trail project will be provided in the agreement with the selected Project Team. The successful Project Team will be required to sign a contract in a form acceptable to the City. No services shall be provided until the contract for services has been signed by the City of Cedar Hill.

The Premier Public Library facility and Signature Park should be designed to meet current and future needs, be based on Texas Public Library Standards, the Park's Long-Range Plan and the Library's Long-Range Plan. The new library will provide for technological enhancements, flexible program space, and community meeting rooms. The Library building size needs to best serve the City's future population, compliment the surrounding environment and align with the City's long-range development plans.

The site is located within the Mid-town sub-district, which is classified by the Comprehensive Plan to have an "urban rather than suburban" character feel. Both the proposed Premier Public Library and Signature Park should take advantage of the existing natural topography and natural greenways while designed to accommodate urban form. The overall site layout of the proposed Premier Library and the Signature Park, should support the future pattern of streets and blocks with pedestrian connectivity within the proposed and future development; low-impact and sustainable design; establish well-connected network of safe, accessible public spaces that can serve as venues for special events and celebrations, sites for education and reflection, places for informal gathering, relaxation and play; and as settings for artistic and cultural expression.

The proposed Signature Park will be a community park which shall include, but not be limited to, the following amenities: multi-purpose pavilion; trails and walk ways; restrooms; picnic arbor(s); playground unit(s); way finding signage; security lighting; landscaping; creek enhancement and retention ponds; a great lawn; parking and drop off areas; bicycle hubs; places for public art; exercise stations while preserving existing trees where possible.

This RFQ is for the full planning, design and engineering of the Premier Public Library, Signature Park and integration of the Trail. The Premier Public Library design and size will support the capacity for 52,569 population and be designed as an initial 46,000sf. The future build out of the library needs to accommodate a build-out population of 85,000 and total of 76,000sq.ft. The Signature Park will be done in two phases, with a total budget of \$15M. The first phase budget of \$4.5M is intended for the initial infrastructure and features of the park. The Signature Park is located adjacent to the future Library and will meet the needs of the community outdoor activities and lifestyle features. The total budget for the scope of work: Library, Signature Park & Trail is \$24.5M.

Although the project is not anticipated to seek LEED certification, the LEED Green Building Rating System will be used as a framework to identify opportunities for sustainable design and energy efficiency in this project. The project will endeavor to incorporate as many sustainable design and energy efficiency principles and practices as possible and practical into the design and construction of the Public Library and Signature Park and Trail.

Professional services will be project specific and may include but are not limited to the following:

- Lead design meeting(s) with City staff to discuss project timeline and schedule for project deliverables
- The Firm will collect local, regional and national data in order to evaluate existing conditions; current code provisions; previous reports, studies, plans or policies.
- The Project Team is expected to formulate and execute an innovative and inclusive public engagement strategy.
- Prepare 30%, 60%, 90% and 100% drawings and engineering plans and meet with City staff to review at each milestone.
- Prepare and submit all permit applications and supporting documents.
- Prepare any applicable permit applications and supporting documents for U.S Corp of Engineers permit (404 permit) and with the U.S. Fish and Wildlife Services as needed.
- Prepare documents (front end and technical specifications) for use during proposal phase

TECHNICAL EXPERTISE

Interested firms shall have extensive knowledge, expertise, and experience in the technical disciplines necessary for project completion. This may include, but not limited to, library design expertise, architecture and interior design; planning; landscape architecture; community engagement specialist; civil and structural engineering; MEP engineering; environmental, land survey; sustainable design; interior and exterior wayfinding signage. It is envisioned that the selected Project Team will either have specialized staff in-house or subcontract with appropriate licensed expertise.

SELECTION PROCESS

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the City. City of Cedar Hill Staff will analyze and evaluate the Statements of Qualifications (SOQ). The Selection Committee will rank the firms in order of the most qualified, based on demonstrated competence and qualifications to perform the services and then top-ranking firms will present to the City. The highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting its Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges and accepts that determination of the “most qualified” firm may require subjective judgments by the City.

MISCELLANEOUS

The final appointment of the successful respondent shall be made by Agreement award of the City of Cedar Hill City Council. The successful respondent shall be required to enter into an Agreement that incorporates all of the requirements of their submitted RFQ as the OFFICIAL RESPONSE FORM, along with the accompanying related schedules and materials as called for in this RFQ. **A sample of the Proposed Agreement form is found as Exhibit A.**

RFQ SCHEDULE OF EVENTS

The following Schedule of Events represents the City's best estimate of the schedule that will be abided. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., (Central Time Zone)

NOTICE: The City of Cedar Hill, Texas reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City of Cedar Hill, Texas will communicate any adjustment to the Schedule of Events to the potential Proposers

EVENT	TIME	DATE
1. RFQ Advertised (2 weeks)	5:00 (PM)	September 17 & September 24, 2019
2. Pre-Bid Conference (1) *Mandatory Attendance required for one (1) Pre-Bid Conference (285 Uptown Boulevard, Cedar Hill, Texas 75104 -Turk Cannady Room)	10:00 (AM)	October 3, 2019
3. Pre-Bid Conference (2) *Mandatory (Optional/Make Up – 285 Uptown Boulevard, Cedar Hill, Texas 75104 – Turk Cannady Room)	10:00 (AM)	October 10, 2019
4. Written Comments Deadline	3:00 (PM)	October 17, 2019
5. City Responds to written Comments via Addendum	3:00 (PM)	October 25, 2019
6. Proposal Deadline	3:00 (PM)	November 1, 2019
7. City Completes Proposal Evaluations		November 8, 2019
8. Target for Interviews of Design Teams*		Week of Nov 11, 2019
9. Target for Selection		December 15, 2019
10. Contract Effective Date		January 14, 2020

**Architectural Design Project Manager and team are required to be on-site for interviews*

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Interested and qualified firms are required to submit seven (7) hard copies and one USB drive with a PDF version of their statement of qualifications (SOQs). SOQs are limited to 60 pages maximum. Submittals that exceed the 60-page limit will not be considered. Pages are defined as letter size pages (front side only) for the main content of the SOQ with minimum font size of 10 and portrait orientation. Larger pages or fold outs will be accepted for graphics, etc. that will supplement the “Project Approach.”

Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements of this RFQ. Emphasis shall be on quality, expertise, completeness, clarity of content, responsiveness to the requirements, and understanding of City’s needs.

Item 1: Submission Requirements:

1. Submission requirements detailed in this RFQ:
 - a) 60-page maximum limit:
 - i) Graphs, charts, exhibits, resumes are included in the 60-page limit,
 - ii) City’s Required Forms are not included in the 60-page limit.

Item 2: Team Qualifications and Availability:

1. Provide the following information:
 - a. Legal name of firm
 - b. Location of Office that will be conducting the work
 - c. Contact Persons
2. Provide a statement on the availability and commitment of the firm, its principal(s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the City of Cedar Hill.
3. Provide a statement of interest for the project including a narrative describing the firm’s specific expertise and unique qualifications as they pertain to this particular project.
4. Provide a statement on how the firm proposes to meet the City’s M/WBE goal, which is 20% of this project.

Item 3: Proposed Team Specialties and Expertise:

1. Organizational chart for personnel (including sub-consultants) who are to work on this project including licensure information.
2. Names and roles of key personnel proposed to work on this project and their office locations.
3. Include resume summaries for all key personnel and indicate any individuals who have had previous experience on similar projects.
4. Provide proposed staff availability to perform services.
5. Provide the Project Managers experience with similar size projects.
6. Provide the sub-consultants experience with similar size projects.
7. Provide verifiable examples of at least three (3) similar projects completed in the last five (5) years by the principal, project manager and sub-consultants, including:
 - a. Project name and location
 - b. Services provided
 - c. Date of completion or project status
 - d. Final construction costs
 - e. Client name and contact person
 - f. History of meeting project schedules
 - g. History of accomplishing services within established budget, include planned vs. actual.

Item 4: Design Project Approach and Engagement Strategy:

1. Explain how the team will design the project. Discuss proposed method for determining best design option.
2. Explain strategy the team will use to engage the public.
3. Explain what innovative design solutions the team would use for this project.
4. Explain how the team would incorporate The Cedar Hill Way.
5. Discuss construction delivery methods and which would be most advantageous for this project.
6. Provide a proposed project design schedule.

SUBMITTAL FORMS AND DOCUMENTS

All Proposals must include the following forms and documents in the given order:

1. Qualification Items: 1-4
2. Professional Services Agreement (Sample – Exhibit A)
3. Company Profile
4. Proposal Transmittal and Statement of Certifications and Assurances (Form)
5. Business Diversity (Form)
6. Insurance Agent Affirmation (Form)
7. References (Form)
8. Financial Statement (Form)
9. Vendor Packet (Forms)

CATEGORY	MAXIMUM POINTS POSSIBLE
Minority/Woman Business Enterprise Participation	10
Innovative Design Solutions	10
The Cedar Hill Way Fit	10
Qualifications/References	15
Understanding Work to be Performed	15
Demonstrate Required Specialties and Expertise	20
Design Approach/Schedule/Public Engagement Strategy	20
Grand Total	100 Points

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (herein “Agreement”) is made and entered into by and between the CITY OF CEDAR HILL, TEXAS, a Texas home-rule municipal corporation (hereinafter the “City”), and the firm of _____ (hereinafter the “Consultant”) as of the date of execution set forth herein.

WITNESSETH

WHEREAS, the City desires to obtain professional services from the Consultant to provide the full planning, design and engineering services for the construction of the City’s Premier Public Library, Signature Park and integration of the Trail; and

WHEREAS, the Consultant represents that it is qualified and capable of performing the professional services set forth herein and is willing to enter into this Agreement with the City to perform such services.

NOW, THEREFORE, in consideration of the premises, and the covenants and conditions herein, the City and the Consultant agree as follows:

I. SCOPE AND DEFINITION OF SERVICES

The scope of services to be performed by Consultant are set forth in Exhibit A attached hereto and incorporated herein for all purposes.

II. RETAINER

The City agrees to retain Consultant, and Consultant agrees to perform the professional services set forth in this Agreement, subject to all of the terms and conditions herein; and the City agrees to pay, and the Consultant agrees to accept, the fees specified herein as full and final compensation for the work and services provided hereunder.

III. TERM AND TIME FOR PERFORMANCE

The term of this Agreement shall commence on the date of execution listed herein and shall continue until completion of the parties’ obligations hereunder. Consultant shall commence performance of its obligations under this Agreement within ____ days of the date of execution herein and shall diligently complete its obligations hereunder in a timely manner. Time is of the essence in Consultant’s performance under this Agreement.

IV. PROFESSIONAL QUALITY

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of services furnished by the Consultant and its agents, servants, employees and contractors under this Agreement.

V. PROFESSIONAL LIABILITY

Approval or acceptance by the City of the professional services performed by the Consultant hereunder shall not in any way relieve the Consultant of responsibility for the technical accuracy and quality of the Consultant's work. The City's review, approval, acceptance of, or payment for any of the Consultant's services shall not be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

VI. COMPENSATION AND PAYMENT

City shall pay Consultant the fees set forth in Exhibit "___." Payment for Consultant's services provided under this Agreement shall be made timely by City upon receipt of Consultant's invoice(s).

VII. DOCUMENTS

Upon Consultant's completion of services and receipt of payment in full, Consultant shall grant to City a non-exclusive license to possess the final drawings and other instruments produced in connection with Consultant's performance of the work under this Agreement. Said drawings and instruments may be copied, duplicated, reproduced and used by City for the purpose of constructing, operating and maintaining any proposed improvements. City agrees that such documents are not intended or represented to be suitable for reuse by City or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, City understands and agrees that any and all engineering plans, drawings, schematics, computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Consultant and may not be used or reused, in any form, by City without the express written authorization of Consultant. City agrees that any reuse by City, or by those who obtain said information from or through City, without written verification or adaptation by the Consultant, will be at City's sole risk and without liability or legal exposure to Consultant or its officers, employees, agents and representatives. Consultant may reuse all drawings, reports, data and other information developed in performing the services under this Agreement in Consultant's other professional activities and services.

VIII. TERMINATION

In connection with all services outlined or contemplated herein, it is agreed that the City may cancel or terminate this Agreement upon sixty (60) days' written notice to the Consultant with the provision and understanding that immediately upon receipt of notice of such cancellation all work and labor then in progress shall be completed at the compensation rate provided under this Agreement, unless otherwise agreed to by the parties, and further provided that the Consultant shall be compensated in accordance with the terms of this Agreement for all work satisfactorily accomplished prior to the receipt of notice of such termination.

IX. INDEMNIFICATION

Consultant shall indemnify, save, hold harmless and defend City, its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, reasonable and necessary attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage, destruction or loss of use of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the Consultant, its agents, servants, employees or other persons acting on Consultant's behalf and arising from or related to Consultant's performance under this Agreement.

X. INSURANCE

Consultant agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/annual aggregate
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000 per occurrence/annual aggregate.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per occurrence/annual aggregate.

Consultant further agrees to name City as an additional insured on the Commercial General Liability and Automobile Liability policies. Further such insurance policies shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policy if it were not so named, and that the insurance is primary and shall be without contribution from any similar insurance available to the City.

XI. INDEPENDENT CONTRACTOR

In the performance of work or services under this Agreement, the Consultant shall be deemed an independent contractor of the City, and any and all of Consultant's employees performing work or services hereunder shall be deemed to be employees of the Consultant or its contractors and not employees of the City. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

XII. NOTICES

All notices and communications under this Agreement to be mailed or delivered to the City shall be sent to the address of the City as follows, unless and until the Consultant is otherwise notified:

City Manager
City of Cedar Hill
285 Uptown Boulevard., Building. 100
Cedar Hill, Texas 75104

All notices and communications under this Agreement to be mailed or delivered to the Consultant shall be sent to the address of the Consultant as follows, unless and until the City is otherwise notified:

XIII. ASSIGNMENT

This Agreement shall not be assignable in whole or in part without the written consent of the City.

XIV. SEVERABILITY

Should any word, phrase, sentence, paragraph or other provision or portion of this Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.

XV. BINDING EFFECT

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

**XVI. DISPUTE RESOLUTION AND
WAIVER OF RIGHT TO TRIAL BY JURY**

THE CITY AND CONSULTANT AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION. THE CITY AND CONSULTANT EACH HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. THE CITY AND CONSULTANT EACH HEREBY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

XVII. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas.

XVIII. COMPLIANCE WITH TEXAS LOCAL GOV'T CODE CHAPTER 2270

In compliance with Chapter 2270 of the Texas Local Government Code, by executing this Agreement Consultant hereby certifies that: (1) Consultant does not boycott Israel currently; and (2) will not boycott Israel during the term of this Agreement.

IXX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and there exist no written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.

EXECUTED as of this _____ day of _____, 20____.

CITY OF CEDAR HILL, TEXAS:

By: _____
Stephen Mason, Mayor

ATTEST:

Belinda Berg, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

CONSULTANT:

By: _____
{Name, Title}

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES
The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it. If the individual is not the Proposer's chief executive, attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) The information detailed in the proposal submitted herewith in response to the RFQ is accurate.
- 2) The proposal submitted herewith in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFQ.
- 3) The Proposers shall comply with:
 - a) the laws of the State of Texas;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
 - e) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - f) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Texas as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFQ.
- 4) The Proposer shall comply with all of the provisions in the subject RFQ and shall accept all terms and conditions set out in the RFQ, *Contract/Agreement*.
- 5) The Proposer certifies, by signature below and submission of the proposal, that neither I nor my principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Signature	Printed Name	Officer Title	Date

BUSINESS DIVERSITY

The City of Cedar Hill is committed to increasing participation by minority/woman-owned business enterprises (“M/WBE’s”) in all phases of its procurement processes and to support, to the greatest extent feasible, their efforts to compete for purchases of equipment, supplies, services, and construction-related services on a fair and equitable basis as either prime contractors or sub-contractors.

Contractors/s are to provide the opportunity for competent M/WBE subcontractors and/or suppliers to work under a prime contract. This form is to be completed by all respondents.

Bid/RFP/RFQ Number _____ Bid/RFP/RFQ Title _____

Name _____

Address _____

Complete the following questions:

Yes No 51% or more of the company is owned, controlled and operated by a U.S. citizen(s) who is a **non-minority woman**
If yes, WO – Women Owned (excludes women who identify as AA, AI, AP, BL, or HI women)

Yes No 51% or more of the company is owned, controlled and operated by a U.S. citizen(s) whose ethnic origin is:

<input type="checkbox"/> AA – Native American <input type="checkbox"/> AI – Asian Indian <input type="checkbox"/> AP – Asian Pacific American	<input type="checkbox"/> BL – Black American <input type="checkbox"/> HI – Hispanic American
---	---

Gender M - Male F - Female

Yes No The company has been **certified** as minority/woman-owned?

If yes, attach a copy of **current** certification document.

Expiration Date: _____

If yes, list all Certifying Agencies

- NCTRCA
- State of Texas HUB
- DFWMBC (Dallas Fort Worth Minority Business Council)
- Women’s Business Council
- Other: _____

Does your firm have an internal supplier diversity program?

Yes No

If yes, please provide the program contact information:

Name

Phone Number

Title

E-mail Address

If your firm is not a **certified** M/WBE, describe your approach for accomplishing diversity (specify partnerships/ subcontracting opportunities, the labor, trade, suppliers and/or professional services, etc.):

To the best of my knowledge, I certify that the information on this form is true and correct

Signature Printed Name Officer Title Date

INSURANCE AGENT AFFIRMATION

TO BE COMPLETED BY THE RESPONDING COMPANY AND SUBMITTED WITH THE NOTED RFQ/RFP.

THIS DOCUMENT APPLIES ONLY TO THIS SOLICITATION AND IS NOT
TO BE DUPLICATED OR RE-SUBMITTED FOR ANY OTHER RFQ.

Name of Company Submitting the RFQ

I, _____, affirm that the company listed above **CURRENTLY HAS**, by submission of the attached insurance certificate, the types of insurance in the respective amounts of coverage *as specified in this Request for Submittals*.

I, _____, affirm that the company listed above **HAS MADE ARRANGEMENTS TO OBTAIN** the types of insurance in the respective amounts of coverage **as specified in this Request for Submittals** through the insurance agency named below.

Name of Insurance Agency: _____

Address of Agency: _____ City/State/Zip: _____

Telephone Number: _____ Facsimile Number: _____

Contact Name: _____ Email: _____

NOTE: Once the contract is awarded, the City of Cedar Hill must be named as an additionally insured and you must provide a certificate in effect. The insurance must be obtained from a company or companies acceptable to the owner, licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of "A- (A minus)" or better, or the equivalent from any other rating system. In some cases, the solicitation may not call for insurance such as (professional services, equipment or other services). In the event the solicitation does not require a specified insurance, please mark N/A on each line and submit with the RFP/RFQ.

References



Company must provide three (3) client references for which projects of a comparable nature, value, scope, and complexity have been performed by the Company.

- a. References must be for contracts done in the name of the Company submitting a proposal.
- b. References must be for contracts in progress or completed by Company; pending contracts are not acceptable.
- c. References for contracts performed by Company as a subcontractor are not acceptable.
- d. References for contracts performed by Company's staff while in the employment of another company are not acceptable.
- e. The City of Cedar Hill is under no obligation to provide Companies a second opportunity to provide references.

The City of Cedar Hill seeks competent, qualified and experienced contractors and the reference information shown below **is a critical factor** in determining to whom a contract will be awarded to. **FAILURE TO PROVIDE ALL OF THE REQUESTED REFERENCE INFORMATION WITH YOUR PROPOSAL RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

Client Information
Organization Name (Client):
Contact Name:
Contact Title:
Phone Number:
Email Address:
Date Work was Completed _____ or mark as in Progress <input type="checkbox"/>
Client Information
Organization Name (Client):
Contact Name:
Contact Title:
Phone Number:
Email Address:
Date Work was Completed _____ or mark as in Progress <input type="checkbox"/>
Client Information
Organization Name (Client):
Contact Name:
Contact Title:
Phone Number:
Email Address:
Date Work was Completed _____ or mark as in Progress <input type="checkbox"/>



FINANCIAL STATEMENT

To Whom It May Concern:

Re: _____ / _____
(Company Name) (Owner's Name)

We confirm the following details regarding _____ and _____:
(Company Name) (Owner's Name)

Initial the following statements:

(___) I confirm that _____ is in Good Standing* (Federal, State, and Local taxes).
(Company Name)

(___) I confirm that _____ is permitted to do business in the State of Texas.
(Company Name)

(___) I confirm to the best of our knowledge that _____
(Company Name)
can pay all liabilities and is financially stable.

This information is true to the best of my knowledge and our business records can confirm if an independent inquiry is requested.

Should you require any additional information, please contact:

(Name) (Business Phone Number) (Cell Phone Number)

To the best of my knowledge, I certify that the information on this form is true and correct.

Signature Printed Name Officer Title Date

*The definition of **Good Standing** is no delinquent taxes and not debarred in the State of Texas or excluded from doing business with the federal government.

Vendor Information Form (New & Changes)



Vendors presently doing business with the City should complete a new form if current information changes to ensure the proper receipt of payments and bid information. A change in the business name, tax ID# or tax status requires a new W9. Misrepresentation of facts may disqualify the bidder. Inactivity for more than 3 years may require a new form.

Complete the information below and return to:

City of Cedar Hill Accounts Payable Office
285 Uptown Blvd., Cedar Hill, TX 75104
accounting@cedarhilltx.com

New Vendor Update Existing Vendor

Vendor Name (as it will appear on the check): _____

Business Name (if different from Business Name as it appears on the W9): _____

Certifications (submit copies) Historically Underutilized Business Woman-Owned Minority Owned

List Types of Goods/Services you Provide: _____

Completed W9 Attached? (Signed, dated, valid SSN or Fed TIN) – **required for all except reimbursements**

Remittance Address: (if different from address on W9): _____

(Additional) Remittance Address: _____

Vendor Contact Information:

Contact Name (person completing the form): _____ Phone: _____

Contact Name (Billing Inquiries): _____ Phone: _____

Email (*required*): _____ Email 2: _____

Signature/Title _____ Date: _____

(FOR INTERNAL USE ONLY – to be completed by Department Representative)

Vendor ID# _____ (existing) Employee ID# _____
(for employee reimbursement)

Vendor Type: (**select one**) most common vendor types other: _____

Form Submitted By:

Name: _____ Ext. _____ Department: _____

ACH Authorization Form

AGENCY INFORMATION	
NAME CITY OF CEDAR HILL	
ADDRESS 285 UPTOWN BLVD, BLDG 100 CEDAR HILL, TEXAS 75024	
ACCOUNTS PAYABLE DEPARTMENT	
EMAIL <u>accounting@cedarhilltx.com</u>	TELEPHONE NUMBER (972) 291-5100, EXT. 1060

PAYEE/ COMPANY INFORMATION	
NAME	TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME AND TITLE	
EMAIL	TELEPHONE NUMBER
Notification of ACH transmission and payment detail is made via e-mail. Please provide e-mail address for notification.	

FINANCIAL INSTITUTION INFORMATION		
NAME		
ADDRESS		
ACH COORDINATOR NAME AND TITLE		
EMAIL	TELEPHONE NUMBER	
NINE-DIGIT ROUTING TRANSIT NUMBER		
DEPOSITOR ACCOUNT TITLE		
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER (if app)	
TYPE OF ACCOUNT:		
CHECKING	SAVINGS	LOCKBOX
This form states that the City of Cedar Hill is authorized to wire funds into the account stated above. Also the City of Cedar Hill may reverse a transaction due to error or duplication.		
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL	DATE	TELEPHONE NUMBER

*This form will be in effect until written notice is given to the City of Cedar Hill finance department.

Vendor# «Vendor_Code»

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date