



## Request for Proposal (RFP)

# Public Safety Strategic Plan & Operations Assessment

RFP/ # 2021-100-1



CITY OF CEDAR HILL  
PURCHASING  
285 UPTOWN BOULEVARD  
CEDAR HILL, TX 75104

ISSUED DATE 09/13/2021

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## KEY DATES AND INTRODUCTION

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PROJECT NAME	Public Safety Strategic Plan & Operations Assessment
DELIVERY LOCATION	PURCHASING DEPARTMENT 285 UPTOWN BLVD CEDAR HILL, TX 75104 <a href="mailto:PURCHASING@CEDARHILLTX.COM">PURCHASING@CEDARHILLTX.COM</a>
AWARDED BY	THE CITY OF CEDAR HILL
QUESTIONS/ CLARIFICATIONS/ GENERAL REQUESTS	Greg Pervis at <a href="mailto:purchasing@cedarhilltx.com">purchasing@cedarhilltx.com</a> or (972) 291-5100 ext. 1064 All questions must be submitted in writing by the deadline indicated in the schedule below.

### **QUALIFICATIONS DUE DATE AND TIME: Monday, October 11, 2021, 3:00 pm (CST)**

Qualifications (herein “proposals”) shall be submitted electronically via email to the City of Cedar Hill (“City”) purchasing department at [purchasing@cedarhilltx.com](mailto:purchasing@cedarhilltx.com). All materials shall be submitted in searchable Adobe PDF format. The City is not responsible if the file is not received by the deadline listed in the schedule of events. Once received, an email confirmation of submission receipt will be sent to the originating email address.

*The City will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all Statements of Proposal (SOP) with or without cause; to accept any SOP deemed, in the City’s sole discretion, to be most advantageous to the City; or to waive any irregularities or informalities in any SOP received; and to revise the process schedule as circumstances arise.*

## **Section 1 – Introduction and Overview**

The City of Cedar Hill is requesting proposals from qualified consultants to conduct operational ASSESSMENTS OF THE FOLLOWING CITY DEPARTMENTS: (1) Cedar Hill Police Department, and (2) Cedar Hill Fire Department (the “RFP”). Specifically, the assessment should examine and study current civilian and sworn staffing needs, performance opportunities, anticipated workload increases based on community growth and opportunities for future efficiencies. The assessment sought should have a view towards objective performance and operational data, along with national best practices, to evaluate productivity and recommend measures to improve public safety services and promote operational efficiencies now and in the future. Such efficiencies could be related to the deployment of specific public resources in geographic areas, workload management considerations, personnel allocation, and assignment measures, scheduling and staffing opportunities and the development of other public safety infrastructure, as necessary. The consultant/consulting firm(s) will develop and present a report with prioritized recommendations and implementation steps, as well as estimated budgetary considerations related to each of the recommended actions. At the conclusion of the assessment, a formal presentation shall be made to the City of Cedar Hill Mayor and City Council outlining results of the assessment, as well as next steps in ensuring that the City meets the objectives included in this study.

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 HUBs, 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 HUBS, 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 prides itself on providing excellent public safety services that meet the needs of the City’s almost 50,000 residents. Recognized as critical core services within the community, both the Cedar Hill Police Department and the Cedar Hill Fire Department have a longstanding tradition of cooperation and innovation with each other, and with all other public safety agencies in our region.

To ensure that the City continues to meet citizen expectations in providing quality public safety services, the City’s Mayor, and City Council, in cooperation with the City Manager, Police Chief and Fire Chief, have initiated this comprehensive assessment of both departments with an emphasis on planning for the future and evaluating the current and future effectiveness and efficiencies within both operating departments. The City has been very proactive in completing

like studies in relation to its parks, public works and utility systems, but it has never completed a joint public safety study relative to its police and fire departments.

The City of Cedar Hill is a municipal government in the State of Texas with a council-manager form of government. The city council consists of the mayor and six council members who are elected at large. The council assumes the legislative/policy-making role while the city manager assumes the executive or administrative role. The City has approximately 350 budgeted full-time employees (including sworn police officers and firefighters) and 115 part-time/flexible employees across eleven operating departments, including Finance, Information Technology, Human Resources, Animal Services, Development Services, Police, Fire, City Administration, Public Works, Library Services, Parks and Recreation. The City of Cedar Hill has a 2020 population just under 50,000.

The Cedar Hill Police Department employees 95 FTEs (94 full-time, 2 part-time) across the following divisions: administration, patrol services, criminal investigation division (CID), support services, and community engagement. Of department employees, 71 are certified, sworn law enforcement personnel. Police administrative personnel and operations services are located at the City of Cedar Hill Government Center located at 285 Uptown Blvd.

The Cedar Hill Fire Department employees 79 FTEs (78 sworn FTE, 1 administrative support FTE, and one part time administrative support) operating out of four fire stations. All four of the fire stations are located in the City of Cedar Hill. The department is divided into four divisions, namely administration, fire operations, emergency medical services, and fire prevention and community engagement. The Cedar Hill Fire Department operates and houses state resources for disaster response. The resources include but are not limited to; AMBUS, TIFMAS brush truck and specially trained personnel. Fire Department administration is located at Station 1, 1212 West Beltline Road.

The Cedar Hill Police Department and Cedar Hill Fire Department have been innovative in collaborating regionally with our neighboring Cities. Resources currently shared include but are not limited to; Southwest Regional Dispatch, Regional Emergency Management Coordinator, Tri-City Jail, Regional SWAT Team, and Regional Fire Training Chief.

## **Section 2 – Scope of Services**

The scope of services listed below is not intended to be a comprehensive list of what the Consultant will provide. The final scope of services will be developed in collaboration with the selected Consultant. Multiple counselors may be selected to cover the needs of the participants. The City of Cedar Hill desires that the consultant provide an overview of the study including process and timelines to City representatives at the beginning of the project. The consultant will be expected to meet with city representatives to facilitate the development of key assessment objectives, as defined in this RFP. These discussion(s) shall begin early in the project. Outcomes desired by the City shall also be confirmed by the consultant.

The consultant will be expected to meet with city representatives during each phase of the project for input, education, and discussion. The project shall include, but it not limited to, the objectives described below. Alternative approaches to achieving the City of Cedar Hill's goals

are encouraged. The City desires the consultant to provide innovative/ground-breaking ideas and recommendations consistent with nationally-tested and validated best practices.

It is intended that the city manager, deputy city manager, assistant city manager, human resource director, police chief and fire chief will be actively involved in this assessment. The consultant will also solicit input from other city departments, employee groups and the community. The consultant(s) will attend meetings with city representatives to discuss the process and tasks to be performed and to provide status updates related to each of the assessment's objectives.

The scope of services will, at a minimum, include the following:

1. Review current staffing and schedule of FTEs. Identify any other staffing options based on national best practices and operational needs. Consider future staffing needs, future command/control requirements, costs, and span of control responsibilities based on estimated community growth trends.
2. Identify any organizational/command structure alternatives and provide support for recommended structures, including number of employees, managers, differentiation between sworn/civilian personnel required. Recommend minimum staffing levels based upon different levels of service, response times, and flexible hours to accommodate changes in demand.
3. Conduct facility assessment to include use of existing facilities. This should include but is not limited to; station relocation, combined Public Safety Administration, joint/regional training center, and opportunities for joint facilities depending on areas of greatest need based on future growth, demand, and service gaps.
4. Obtain performance metrics/data from both the police and fire departments, minimum of the last five (5) years, including but not limited to the following:
  - i. Call volumes
  - ii. Levels/types of calls
  - iii. Percentage of staff time on each type of call, etc.
  - iv. Percentage of uncommitted time
5. Identify any function(s) not being fulfilled or services delivered based on best practices and benchmarking to other similar national, regional, and local communities/entities and provide economical solutions to remediate.
6. Based on current and future practices, review existing personnel and operations policy manuals, and recommend any changes to hours of operations, shifts, etc.
7. As related to human resource organizational needs, consider the following:
  - i. Strategic planning and succession planning needs, career advancement programs, compensation practices, employee performance evaluation systems, etc.
  - ii. Issues related to the use of overtime in lieu of hiring additional personnel and/or use of overtime to mitigate potential understaffing concerns.
  - iii. Employee development and considering employee qualifications needed to build sustainable departments into the future.
8. Quantify department workload status and identify whether personnel are appropriately deployed, staffed and allocated correctly to meet current and future workload demands. Look to prioritize service offerings in providing essential services.
9. Assess future service delivery options and concerns based on community population growth – assuming 1.5 percent population growth/year over the next 10 years. Likewise,

identify future capital facility replacement and expansion needs that may result from population growth, including space needs, vehicle/apparatus needs, software enhancements, equipment acquisition, etc.

10. Leverage and explore opportunities and potential existing partnerships to enhance service delivery.
11. Evaluate the impact of external factors and requirements affecting both departments, including such things as mutual aid, automatic aid, accreditation requirements, ISO ratings, etc. on service delivery models.

### **Section 3 – Questions**

Any questions shall be submitted prior to the question deadline in writing and addressed to Greg Pervis via email only at [purchasing@cedarhilltx.com](mailto:purchasing@cedarhilltx.com). No oral question or inquiry about this RFP shall be accepted. The City reserves the right to provide questions and answers to all prospective Consultants in the form of an addendum to the RFP. All addendums will be posted to the City's website at [cedarhilltx.com/purchasing](http://cedarhilltx.com/purchasing). Consultants shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period.

### **Section 4 – Proposal Submission Requirements**

There is no actual, express, or implied obligation for the City to reimburse responding Consultants for any costs or expenses incurred in preparing proposals in response to this Request for Proposal, and the City will not reimburse responding Consultants for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these services. The City is not responsible for any cost(s) incurred by a Consultant in preparing and/or submitting a proposal in response to this RFP. The City will not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Consultant's services. Once received, an email confirmation of submission receipt will be sent to the originating email address (only for emailed proposal submissions).

#### Submission Format

Proposals shall be submitted electronically via email in one single PDF to the purchasing department at [purchasing@cedarhilltx.com](mailto:purchasing@cedarhilltx.com). The maximum number of pages may not exceed 30 PDF pages excluding required forms, documents, the sample professional services contract and any addendum response documents. All materials shall be submitted in searchable Adobe PDF format including the required City forms. Proposals should clearly indicate "**Public Safety Strategic Plan & Operations Assessment**" as the subject line of the email submission. For mailed or hand delivered proposals: All submissions, will be received by the City of Cedar Hill on or before the DEADLINE addressed and delivered to Greg Pervis, Cedar Hill Government Center, 285 Uptown Blvd., Cedar Hill, Texas 75104.

#### Proposal Organization Guidelines

The proposal must include the information noted in this section and be organized accordingly.

## PROPOSAL RESPONSE OUTLINE

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections.

*Tab 1* LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the consultant, the name, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the consultant in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included.

*Tab 2* EXECUTIVE SUMMARY. An executive summary will briefly describe the consultant's approach and clearly indicate any options that need to be highlighted or alternatives being proposed. It should also indicate any major requirements that cannot be met by consultant.

*Tab 3* DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each of the RFP's assessment objectives**. Failure to provide written response to items indicated in this RFP will be interpreted by the City of Cedar Hill as an inability by the consultant to provide the requested service.

Detailed discussion should include the following:

- A. Consultant's and/or sub-consultants' understanding of assessment requirements.
- B. Key personnel and sub-consultants who would be assigned to the assessment, including qualifications.
- C. Consultant's and sub-consultants' experience with similar assessments including references.
- D. Suggested scope of services and project schedule.

*Tab 4* COST PROPOSAL. The consultant must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the method of determining compensation for the required services with a not-to-exceed cost estimate.

*Tab 5* FINANCIAL REPORTS. The consultant should furnish a current financial report for the company's most recent fiscal year, audited, if available.

*Tab 6* Miscellaneous additional information and attachments including company literature and completed studies/assessments.

### Section 5 – Evaluation

All proposals will be evaluated by a City of Cedar Hill Selection Committee (Committee). The Committee may be composed of City of Cedar Hill staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Cedar Hill Contract Administrator/Project Manager only. Proposers shall



neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity of the project requirements as set forth in this RFP.

The selection process may include oral interviews. Proposers will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Proposals shall be evaluated in accordance with the following criteria. See the attached scoring sheet for a more detailed description.

Criteria	Points
Methodology and resources	25
Capability and experience	25
Cost/fee proposal	20
References	15
Project schedule and timing	15
<b>Total Number of Possible Points</b>	<b>100</b>

Final scoring for these criteria may be adjusted based on the results of reference calls, or other supplemental information requests. In addition to the foregoing criteria, the award of a contract will be based on the criteria responses and an evaluation of the best overall value and benefit to the City.

**Note:** It is the Consultant's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if it is not included in the Consultant's original proposal. Failure to do so may result in your Proposal being disqualified from further review and consideration.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP, with or without cause.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.

- Negotiate changes in the scope of services to be provided.
- Withhold the award of contract(s).
- Select Consultant(s) it deems to be most qualified to fulfill the needs of the City. Consultant(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

### **Section 6 – Schedule of Events**

The following Schedule of Events represents the best estimate of the schedule the City will follow. Any significant change to the schedule will be published via RFP Addendum.

<b>Event</b>	<b>Estimated Date</b>
Release RFP	September 13, 2021
Newspaper Advertisement Dates	September 12, 2021 & September 18, 2021
Deadline for Written Questions	September 24, 2021, 3:00 pm (CST)
Response to Written Questions	October 1, 2021, 3:00 pm (CST)
<b>Deadline for Proposal Submissions</b>	<b>Monday, October 11, 2021, 3:00 pm (CST)</b>
Evaluation Period Begins	October 11, 2021 – October 25, 2021
Conduct Interviews	October 28, 2021 – October 29, 2021
Finalist(s) Notification	November 3, 2021
City Council Consideration/Notice to Proceed	November 9, 2021

### **Assessment Process**

- November 15, 2021 – January 15, 2022 – work/study begins, compiling data needed for consultant
- February 2022 – August 2022 – Study underway
- August 2022 – October 2022 – Internal review and Committee review of recommendations
- October – November 2022 – '22 City Council Retreat agenda item to review and assess Consultant recommendations and DRAFT report.

## **Section 7 – Terms and Conditions**

The following terms and conditions apply to this RFP solicitation process and will be incorporated into the resulting contract as applicable.

### Required Professional Services Agreement-SAMPLE PROVIDED

The successful/selected Consultant will be required to enter into a written Professional Services Agreement (the “Agreement”) in a form substantially similar to the attached example. Such agreement will be prepared by the City and approved by the City Attorney. Consultants submitting a response to the RFP should make themselves fully aware of the terms and conditions in the attached example including, but not limited to, the indemnification and insurance requirements, incorporated herein for all purposes. This Request for Qualifications shall become part of the Professional Services Agreement.

### Term / Termination

The Agreement shall be effective upon the date it is executed by the City after execution by the Consultant and shall expire upon completion of the Services covered by the Agreement. The City reserves the right to extend/renew the contract(s) awarded as a result of this solicitation. The Agreement may be terminated by the City upon thirty (30) days written notice of such termination. In the event of termination by the City there shall be no further obligation on the part of the City to the Consultant to save and except for payment of sums due and owing for expenses and work incurred by the Consultant prior to the date of termination, minus any City incurred damages if such termination is for cause. In the event of any termination, Consultant shall agree to cooperate in connection with any necessary transition services and shall be reimbursed for such transition services at Consultant’s standard rates. The beginning of the term of any licensing or subscription fees for software may be subject to the negotiation of the City and the Consultant, such that they do not coincide with the contract execution date.

### Payment Terms

Net 30.

### No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Consultant or other party.

As previously stated, and to emphasize, the City reserves the right to reject any or all Proposals, in whole or in part, or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended vendors will be rejected. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Consultants for subsets of functionality as a result of this RFP. The City reserves the right to reject any Proposal determined to be nonresponsive. The City reserves the right to negotiate with any or all Consultants with respect to any or all terms of a Proposal or Contract, including but not limited to the fees. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals.

### Contract Changes

Written requests for price changes in a resulting term contract after the Consultant price period must be submitted in writing to the City at least one-hundred eighty (180) days prior to the commencement of any extension period. Any proposed price increase will be based on the Consultant's actual cost increase only, as shown in written documentation provided to the City. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. In connection with any request for price increases in term contracts after the Consultant price period, at the option of the City, (1) the request may be granted; (2) the contract may be cancelled by either party; or (3) the contract may be extended without change with the consent of both parties.

### Contract Approval

Proposers understand that this RFP does not constitute an offer or a contract with the Consultant. This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence only following City Manager's/ City Council approval of a contract and the parties' execution of the contract. Upon written notice to the Consultant, the City may set a different starting date for the contract. The City will not be responsible for any work done or expense incurred by the Consultant or any subconsultant, even if such work was done or such expense was incurred in good faith, if it occurs prior to the contract start date set by the City.

### Contract Dispute

In the event of contract dispute, dispute proceedings will be held in Dallas County, Texas and pursuant to and in accordance with the terms of the Professional Services Agreement.

### Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the Consultant's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the City employees, products, services, prices, operations, security measures, and subsidiaries.

The Consultant and its employees shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract or as may be required by law. These confidentiality obligations also apply to the Consultant's employees, agents, and subcontractors and Consultant shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Consultant, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.

### Insurance Requirements

The insurance requirements applicable to the successful/awarded Consultant are set for in the Professional Services Agreement included herewith.

### Conflict of Interest

Consultants shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations including all amendments and revisions thereto, which in any manner affect Consultants or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the termination of the contract; ii) the forfeiture by Consultants of all benefits of the Contract; iii) the retainage by the City of all Services performed by Consultant and iv) the recovery by the City of all consideration, or the value of all consideration, paid to Consultant pursuant to any awarded contract. The City will require the selected Consultant to sign a Conflict of Interest (CIQ) form and other vendor forms upon selection.

### Pending and Recent Litigation

Consultants must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three (3) years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the Proposal.

### Contract Negotiation

After final evaluation, the City may negotiate with the offeror(s) of the highest-ranked Proposal. If any Consultant fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked Proposal or terminate negotiations with any or all Consultants.

If contract negotiations are commenced, they may be held at the City or via teleconference at a date and time to be determined. If contract negotiations are held, the Consultant will be responsible for all of Consultant's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

### Failure to Negotiate

If the selected Consultant:

1. Fails to provide the information required to begin negotiations in a timely manner.
2. Fails to negotiate in good faith.
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project; and/or
4. If the Consultant and the City, after a good-faith effort, cannot come to terms; then the City may terminate negotiations with the Consultant initially selected and commence negotiations with the next highest-ranked Consultant. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all Consultants.

### Policy Compliance

The Consultant shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the City policies prohibiting sexual harassment and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Consultant agrees and understands that a violation of any of these policies or rules will

constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

#### Procurement Policy

The City of Cedar Hill Purchasing Policy and Procedures Manual March 2018 is pursuant to current State of Texas and local purchasing laws.

#### Public Information

All Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and Proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Consultant ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

#### Ownership of Data and Transition

Any and all City data stored on the Consultant's servers, or within the Consultant's custody, is the sole property of the City. The Consultant, its subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy, or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Consultant shall:

- a) Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
- b) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c) Make available to the City, at no cost, all City data stored within the system, stored on the Consultant's servers, or within the Consultant's custody, within fifteen (15) days of termination or at the City's request.
- d) In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall retain ownership of all data, work products, and documentation created pursuant to the resulting Agreement.

### **Professional Services Agreement Form - Sample**

## **Required Forms (4)**

Business Diversity Form

Financial Statement Form

Insurance Agent Affirmation Form

References Form

**PROFESSIONAL SERVICES AGREEMENT**

This Services Agreement (“Agreement”) is entered into on this \_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), by and between the **CITY OF CEDAR HILL, TEXAS**, a Texas home-rule municipal corporation located in Dallas County and Ellis County, Texas (hereinafter referred to as "City"), and \_\_\_\_\_(name), an independent contractor with an office located at \_\_\_\_\_ (address) (hereafter referred to as the "Consultant").

**WITNESSETH:**

WHEREAS, the City desires to obtain professional services from the Consultant for a Counseling Services for First Responder Mental Health Resiliency Program; 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**, for and in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**  
**Definitions**

- A. “Agreement” means this Services Agreement and all exhibits and attachments hereto, which are incorporated herein by reference.
- B. “Services” means all work performed by Consultant as specified in or under this Agreement.

**II.**  
**Employment of Consultant**

Consultant will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. Consultant represents that it has special expertise in one or more areas to be utilized in this Agreement and Consultant agrees to perform its services under this Agreement with such expertise to the customary local, regional or national professional standards.

Consultant's status shall be that of an independent contractor and not an agent, servant, employee or representative of City in the performance of this Agreement. No term or provision of or act of Consultant or City under this Agreement shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors. No term



or provision of this Agreement shall be deemed or construed as creating a partnership or joint enterprise between City and Consultant.

**III.**  
**Scope of Services**

Consultant agrees to provide all Services as necessary for fulfillment of the terms and conditions stated in the attached documents and specifications. The City's Request for Qualifications No. RFQ# 2021-340-01 is incorporated herein and made part of this Agreement.

Consultant agrees to perform the Services in strict compliance with all applicable local, state and federal laws, rules, and regulations.

Deviations from the scope of services or other provisions of this Agreement may only be made by written agreement signed by all parties to this Agreement.

**IV.**  
**Compensation**

Total payment for services described herein shall be a sum not to exceed \_\_\_\_\_(amount in words) Dollars (\$\_\_\_\_\_.00) per year. No budgetary amount has been included for additional services. No additional services may be performed or provided without the express written approval of the City.

If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month Consultant will submit to City an invoice for actual services performed and reimbursable expenses incurred by Consultant during the previous month. Each invoice shall state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory, in the sole determination of the City, or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

**V.**  
**Term**

The initial term of this Agreement is for a period beginning from the Effective Date to September 30, 2022. The City, at its option, may extend this Agreement for up to three (3) additional three-month renewal terms, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the existing term.

**VI.**  
**Termination**

City may terminate this Agreement upon ten (10) day written notice to Consultant. Upon receipt of termination notice, Consultant shall immediately cease provision of services required under this Agreement. In the event of termination, Consultant shall deliver to the City all finished or unfinished documents, work or any other item prepared in for the Consultant under the Services set forth in this Agreement.

**VII.**  
**Indemnity**

Consultant shall indemnify, save, and hold harmless the City, its officials, officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction 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.

**VIII.**  
**Default**

City reserves the right to terminate this Agreement upon breach of any term or provision hereof by Consultant. A breach of this Agreement shall include, but not be limited to, a failure to commence work in accordance with the provisions of this Agreement, a failure to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or a failure to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement. A termination of this Agreement by the City shall not be deemed a waiver of any other right or remedy of the City.

**IX.**  
**Changes**

City may, from time to time, require changes in the scope of the services to be performed under this Agreement. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Agreement.

**X.**  
**Mailing Address**

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

City of Cedar Hill  
Attn: City Manager  
285 Uptown Blvd., Bldg. 100  
Cedar Hill, TX 75104

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

Name  
Address Line 1  
Address Line 2  
Phone-  
Email:

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

**XI.**  
**No Assignment**

This Agreement is not assignable in whole or in part.

**XII.**  
**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.

**XIII.**  
**DISPUTE RESOLUTION**

**CONSULTANT AND CITY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS, SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT**

**JURISDICTION. CONSULTANT AND CITY HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CONSULTANT AND CITY 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.**

**XIV.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Agreement are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XV.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XVI.**  
**Entire Agreement**

This Agreement constitutes the entire agreement between the parties, and there exist no other 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.

**XVII.**  
**Amendment and Waiver**

No amendment or waiver of any provision of this Agreement and no consent to any departure from any provision or requirement of this Agreement, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in a specific instance and for the specific purpose for which it was given. No notice or any other communication given by one party to the other party shall be construed to be or constitute an approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

**XVIII.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

**CONSULTANT**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

**CITY OF CEDAR HILL, TEXAS**

By: \_\_\_\_\_  
Stephen Mason, Mayor

ATTEST:

\_\_\_\_\_  
Belinda Berg, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ron G. MacFarlane, Jr., City Attorney

## Scope of Services

1. **Referral Network:** The Consultant will partner with the City of Cedar Hill Fire Department, Police Department, and dispatchers to provide a referral network of licensed and trained mental health clinicians to be used when necessary for first responders participating in the First Responder Mental Health Resiliency Program (FRMHRP). First responders will initially contact the FRRP team to request therapy and fill out the required information form. The FRRP team will then make placement with the Consultant to engage their client onboarding process. First Responders also have the ability to request counseling services through the Cordico Wellness App, which are directed to and processed by the Readiness Group, LLC.
2. **Facilities:** The Consultant will provide facilities that allow appropriate privacy for all therapy sessions to take place. Due to the need for in-patient counseling, Consultants are required to have facilities available in the local Dallas-Fort Worth (DRW) Metroplex
3. **Participation in Culture of First Responders:** The Consultant will ensure that all mental health clinicians providing therapy to first responders participate in the Culture of First Responders training provided by the grant.
4. **Evaluate and Treat:** The Consultant will evaluate and treat as appropriate all first responder referrals made by the FRMHRP. A maximum of 950 counseling hours are allocated for the entire project. Total hours will be determined by the City in consultation with the Readiness Group, LLC. Hours may be split among awardees of this RFP.
5. **Maintenance and Documentation:** The Consultant will maintain private practice notes and documentation within ethical and professional clinical parameters. The Consultant will also submit documentation indicating that therapy sessions were provided (following HIPAA compliance) within the time frame stated on the documentation forms. The Consultant will also be responsible for maintaining updated copies of licensure, professional liability statements, and nondisclosure statements for any therapist providing services under the VOCA grant and this RFP.
6. Perform all services on an hourly basis with a rate of \$ \_\_\_\_\_ per hour with the total project not to exceed \_\_\_\_hrs. or \_\_\_\_\_ dollars

## 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







## 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.



## 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"/>