



## Request for Proposal (RFP)

Economic Development Strategic Plan

RFP 2021-610-01

CITY OF CEDAR HILL  
ECONOMIC DEVELOPMENT CORPORATION  
285 UPTOWN BLVD.  
CEDAR HILL, TX 75104

**ISSUED OCTOBER 20, 2020**

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**Section 4 – Proposal Submission Requirements**

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There is no actual, express or implied obligation for CHEDC to reimburse responding firms for any costs or expenses incurred in preparing Proposals in response to this Request for Proposal, and CHEDC will not reimburse responding firms for these costs or expenses, nor will CHEDC pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these services. CHEDC is not responsible for any cost(s) incurred by a firm in preparing and/or submitting a proposal in response to this RFP. CHEDC will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the firm's products and services.

**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). All materials shall be submitted in searchable Adobe PDF format with a maximum of 20 pages, excluding required city forms.

**Proposal Organization Guidelines**

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

***Part 1 – Experience***

- A. Briefly introduce the firm, provide number of years in business and its principals/leaders. Include its mission/vision statement and primary purpose or focus of work.
- B. List of project(s) for which the firm believes is its best work and the project team responsible for that work.
- C. Provide the total number of projects the project team will be managing in addition to this project during the period of performance based upon executed contracts and any vendor negotiations.
- D. Identify the project manager, technical writer, graphic designer, analyst, and all other persons with responsibilities, as applicable, for this project.
- E. Provide the resumes for each person on the project team including work on similar projects and roles on those projects, awards for similar projects, professional designations, affiliations, certifications, and licenses.
- F. Provide professional references, preferably from similar municipalities.

***Part 2 – Functional Approach***

- A. Describe how the project team would approach the elements listed in the Scope of Services.
- B. Describe how the project team will handle data and knowledge transfers between CHEDC, the Firm, stakeholders, and ultimately return to the City.
- C. Provide a timeline for the entire scope of project activity, engagement, draft reviews, and delivery date of the final report and implementation plan.

*Part 3 – Technical Approach*

- A. Provide examples of the project team’s work summarizing technical content that is concise, market driven and easily understood by stakeholders.
- B. Provide examples and describe any experience the project team has in developing strategic plan implementation work plans and methods for progress reporting.

*Part 4 – Cost Proposal*

- A. Provide a detailed cost proposal broken down by Phase. CHEDC may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
- B. Estimate travel and other reimbursable expenses.
- C. The actual contract amount will be negotiated after the firm has been selected and the scope of services finalized.

*Part 5 – Required Forms (provided)*

- o Professional Services Contract (sample provided) – PDF
- o Business Diversity Form – Fillable PDF
- o Insurance Agent Affirmation Form - Fillable PDF
- o References Form – Fillable PDF
- o Financial Statement Form – Fillable PDF

*Part 6 – Statement of Acknowledgement of Addendums (if applicable)***Section 5 – Evaluation Criteria**

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

<b>Criteria</b>	<b>Description</b>	<b>Percentage</b>
Experience	The track record of the firm’s project team for fostering positive, collaborative relationships with municipalities and economic development organizations, meeting deadlines and preparing plans.	25
Functional Approach	The firm’s project team demonstrates the ability to formulate an Economic Development Strategic Plan that includes all the elements listed in the Scope of Services.	45
Technical Approach	The quality and clarity of the Firm’s responsive documents taking into account all aspects of the Project Inquiry.	20
Cost	The type and cost of service delivery as compared to other Firms.	5
Diversity and Inclusion	The Firm’s approach to diversity and inclusion in the Functional and Technical Approach.	5

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

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

CHEDC 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 Firm(s) it deems to be most qualified to fulfill the needs of the City. Firm(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.

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**Section 6 – Schedule of Events**


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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.

Event	Estimated Date
Release RFP	Tuesday, October 20, 2020
Newspaper Advertisement Dates	Tuesday, October 20 and Tuesday, October 27, 2020
Pre-submission Meeting	Friday, October 30, 2020, 11:00 am (CST) Join Zoom Meeting <a href="https://us02web.zoom.us/j/89681709043?pwd=UWIFQjFyV25BK1VhQXQxbzNPT3dsUT09">https://us02web.zoom.us/j/89681709043?pwd=UWIFQjFyV25BK1VhQXQxbzNPT3dsUT09</a> Meeting ID: 896 8170 9043 Passcode: 409062 Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 929 436 2866 US (New York) +1 312 626 6799 US (Chicago) 833 548 0282 US Toll-free 877 853 5247 US Toll-free 888 788 0099 US Toll-free 833 548 0276 US Toll-free Find your local number: <a href="https://us02web.zoom.us/u/k7o16lD5Z">https://us02web.zoom.us/u/k7o16lD5Z</a>
Deadline for Questions from Firms	Tuesday, November 3, 2020, 4:00 pm (CST)
Response to Questions from Firms	Friday, November 6, 2020, 4:00pm (CST)
Deadline for Proposal Submissions	Friday, November 13, 2020, 4:00 pm (CST)
First Evaluation	Monday, November 16 – Friday, November 20, 2020
Finalist(s) Notification	Tuesday, November 24, 2020
Finalist(s) Interviews and Presentations	Wednesday, December 2, 2020 (Times TBD) (CST)
Notify Top Candidate	Friday, December 4, 2020
Recommendation of Top Candidate to CHEDC Board of Directors	Monday, December 7, 2020
Recommendation of Top Candidate to City Council	Tuesday, December 8, 2020
Notification of Award	Wednesday, December 9, 2020

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**Section 7 – Terms and Conditions**

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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

The successful/selected firm 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 CHEDC and the City and approved by the City Attorney. Firms submitting an SOQ 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. By submitting a bid, the successful/selected firm agrees and acknowledges that although the Agreement will be between CHEDC and the Firm, the City is a known and intended third-party beneficiary of to the Agreement.

Term / Termination

The Agreement shall be effective upon the date it is executed by CHEDC after execution by the Firm and shall expire upon completion of the Services covered by the Agreement. The Agreement may be terminated by the CHEDC upon thirty (30) days written notice of such termination. In the event termination by CHEDC there shall be no further obligation on the part of the CHEDC to the Firm save and except for payment of sums due and owing for expenses and work incurred by the Firm prior to the date of termination, minus any CHEDC incurred damages if such termination is for cause. In the event of any termination, Firm shall agree to cooperate in connection with any necessary transition services and shall be reimbursed for such transition services at Firm's standard rates. The beginning of the term of any licensing or subscription fees for software may be subject to the negotiation of the CHEDC and the Firm, 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 CHEDC. This RFP does not constitute an offer or a contract with any Firm or other party.

As previously stated, and to emphasize, CHEDC 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. CHEDC may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. CHEDC further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, CHEDC reserves the right to make one or more awards to competing firms for subsets of functionality as a result of this RFP. CHEDC reserves the right to reject any Proposal determined to be nonresponsive. CHEDC reserves the right to negotiate with any or all Firms with respect to any or all terms of a Proposal or Contract, including but not limited to the fees. CHEDC also reserves the right to refrain from making an











Contractor's status shall be that of an independent contractor and not an agent, servant, employee or representative of CHEDC in the performance of this Agreement. No term or provision of or act of Contractor or CHEDC under this Agreement shall be construed as changing that status. Contractor 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 CHEDC and Contractor.

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

Contractor agrees to provide all Services as necessary for fulfillment of the terms and conditions stated in the attached documents and specifications.

Contractor 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 CHEDC.

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

Each month Contractor will submit to CHEDC an invoice for actual services performed and reimbursable expenses incurred by Contractor 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 CHEDC shall make monthly payments in the amount shown by Contractor's approved monthly statements and other documentation submitted.

Nothing contained in this Agreement shall require CHEDC to pay for any work that is unsatisfactory, in the sole determination of the CHEDC, 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 of six months from the Effective Date. The CHEDC, at its option, may extend this Agreement for up to three (3) additional three-month renewal terms, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the existing term.

**VI.**  
**Termination**

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

**VII.**  
**Right to Inspect Records**

Contractor agrees that CHEDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Agreement. Contractor agrees that CHEDC shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CHEDC shall give Contractor reasonable advance notice of intended audits.

**VIII.**  
**Indemnity**

Contractor shall indemnify, save, and hold harmless the CHEDC, 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 Contractor, its agents, servants, employees or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Agreement.

**IX.**  
**Insurance**

Contractor shall, at Contractor's sole cost and expense, secure and maintain in effect throughout the duration of the Agreement, insurance of the kinds and in the minimum limits set forth in this Section. The Contractor shall furnish a certificate of insurance and endorsements in a form acceptable to CHEDC before starting work or within ten (10) days after the notice of award of the contract, whichever date is reached first. All insurance policies, except professional liability insurance, are required to be written with insurance companies licensed to do business in the State of Texas and having a rating of at least A-VII or equivalent, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to CHEDC.

The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the named certificate holder." Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend CHEDC, its officers, employees, attorneys and volunteers as set forth in this RFP.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

*Commercial General Liability*

- a) Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- b) Limits:
  1. General Aggregate – \$2,000,000.00
  2. Each Occurrence – \$1,000,000.00
- c) Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

*Workers' Compensation*

Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Texas, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. All such policies of workers' compensation insurance shall include a waiver of subrogation in favor of the CHEDC. In case employees engaged in hazardous work under the contract are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

*Comprehensive Automobile Liability*

- a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

b) Limits: Combined Single Limit – \$2,000,000.00

The CHEDC, its officials, officers, employees, agents and volunteers shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. All such insurance shall be primary and non-contributory coverage as respects a covered loss. The Contractor shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the CHEDC, its officers, agents, and employees.

Contractor understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, save and hold harmless the CHEDC, its officers, employees, and agents.

**X.**  
**Default**

CHEDC reserves the right to terminate this Agreement upon breach of any term or provision hereof by Contractor. 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. The CHEDC shall have the right, if Contractor shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by CHEDC shall not be deemed a waiver of any other right or remedy of CHEDC.

**XI.**  
**Changes**

CHEDC 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 CHEDC and Contractor shall be incorporated by written modification to this Agreement.

**XII.**  
**Conflict of Interest**

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

**XIII.**  
**Mailing Address**

All notices and communications under this Agreement to be mailed or delivered to CHEDC shall be sent to the address of CHEDC's agent as follows, unless and until CONTRACTOR is otherwise notified:

Cedar Hill Economic Development Corporation  
Attn: Director  
285 Uptown Blvd., Bldg. 100  
Cedar Hill, TX 75104

Notices and communications to be mailed or delivered to Contractor shall be sent to the address of Contractor as follows, unless and until CHEDC 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.

**XIV.**  
**Successors and Assigns**

CHEDC and Contractor each bind themselves and their successors, executors, administrator and assigns to the other party of this Agreement and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CHEDC nor Contractor shall assign or transfer its interest herein without the prior written consent of the other.

**XV.**  
**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.

**XVI. DISPUTE RESOLUTION**

**CONTRACTOR AND CHEDC 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. CONTRACTOR AND CHEDC HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CONTRACTOR AND CHEDC 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.**  
**Non-Discrimination**

During the performance of this Agreement, Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**XVIII.**  
**ADA Compliance**

Contractor and all subcontractors agree to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of, employment in its services, programs, or activities. Contractor and all subcontractors agree to hold harmless and indemnify CHEDC from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Contractor and any subcontractor.

**XIX.**  
**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.

**XX.**  
**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.

**XXI.**

**Compliance with Texas Local Gov't Code Chapter 2270**

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

**XXII.**

**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.

**XXIII.**

**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.

**XXIV.**

**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.

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CEDAR HILL ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Michael Lemmon, President

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

BEFORE ME, the undersigned notary public, on this day personally appeared Michael Lemmon, President of the Cedar Hill Economic Development Corporation, as an authorized representative of such corporation and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed same in the capacity stated as an act of the Cedar Hill Economic Development Corporation, for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned notary public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, as an authorized representative of such entity and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed same in the capacity stated as an act of \_\_\_\_\_, for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

SAMPLE

**Scope of Services**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. Perform all services on an \_\_\_\_\_ basis with a rate of \$\_\_\_\_\_ per \_\_\_\_\_ with the total project not to exceed \_\_\_\_\_ hrs. or \_\_\_\_\_ dollars

SAMPLE

**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:

AA – Native American  BL – Black American  
 AI – Asian Indian  HI – Hispanic American  
 AP – Asian Pacific 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

**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"/>