



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting qualifications for:

TITLE: Electrical/Generator Consulting Engineer
RFP Number: 174-09F
Commodity: 2120, Engineering Consultant; 1225 Electrical Engineering
Due Date: 3:00 p.m., Wednesday, June, 10, 2009
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060

Pre-Bid Conference:

Date: May 27, 2009
Time: 11:00 a.m.
Location: Purchasing conference room
845 W. Irving Blvd.
Irving, Texas 75060

This conference is recommended, but not mandatory

Public Bid Opening:

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

Written Questions:

Submit written questions to:

Ed Matthews, Purchasing Manager at ematthews@cityofirving.org

Questions may be submitted through 3:00 p.m., May 28, 2009.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



CITY OF IRVING

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IRVING

Request for Proposal

The **CITY OF IRVING**, Dallas County, Texas will receive sealed proposals in the Purchasing Division, First Floor, 845 West Irving Blvd., Irving, Texas no later than **3:00 PM on the due date, June 10, 2009**. Proposals will be opened at a public opening in the Purchasing Conference Room, 845 West Irving Blvd., Irving, Texas 75060 at 3:00 PM on the above due date for the following item.

Electrical Engineering Services For Generator At Crime Justice RFQ # 174-09F

The award will be made at a regularly scheduled meeting of the Irving City Council unless award amount is less than \$25,000.00 and then will be awarded administratively. To be accepted, proposals must be received in a sealed envelope addressed to the Purchasing Division and show proposal number, proposal due date and proposal name.

Address questions to Ed Matthews, at ematthews@cityofirving.org.

The City Council of the City of Irving, Texas, reserves the right to accept or reject any proposal or any part thereof or any combination of proposals and to waive any or all formalities.

Conflicts of interest in Purchasing are controlled by Section 16-12 of the Code of Civil and Criminal Ordinances of the City of Irving and section 171 of the Local Government Code.

A. Objective

Secure the services of an electrical/generator consulting engineering firm to evaluate the current electrical system related to the generator systems at the Criminal Justice Courts, and develop plans and specifications for replacing equipment and improving systems.

The electrical/generator consulting engineer will review the city's scope of work and submit a proposal for services. The awarded Electrical/Generator consulting firm shall start and see this project through to completion.

B. Project & Background

Installation of a new generator at the Irving Criminal Justice Center (Police Headquarters/Jail), 305 N. O'Connor Blvd., Irving, Texas. The facility was built in 1991, has 127,000 square feet and operates 24/7.

Due to several weaknesses with the electrical/emergency power system, the City of Irving has determined the need to replace the generator at the Criminal Justice Center.

C. Contents of Proposal

The proposal should be concise, complete, and may be supported by charts, photographs, and other exhibits. The city will require six (6) typed copies of the proposal, plus one CD from all interested firms. The following will be required for the evaluation process:

1. Names and qualifications of the Electrical/Generator Engineer that will be directly involved in the project. Include appropriate state registration licenses.
2. A description of the manner in which the Electrical/Generator Engineer will work with the assigned City staff, including meetings, updates, and reports.
3. A list of at least four relevant projects, and the associated contact information.
4. A description of how the Electrical/Generator Engineer proposes to accomplish the project under the scope of work requirement (section D), including timeline and check points.

D. Scope of Work

The Proposed shall review the latest engineering analysis of this project to use as a base line to develop plans and specifications for required work.

Electrical

- The Proposer will evaluate the electrical system related to the emergency power system in the Criminal Justice Center which will include electrical distribution systems and panels, all building switch gear, and transformers. The complete building electrical load as well as individual floor loads is to be evaluated. The building and individual floors will be evaluated for future electrical needs and recommendations will be made accordingly. The Proposed will develop Plans and specifications based on the evaluation and owner direction.

Generator/Emergency Power

- The Electrical/Generator Consulting Engineer will evaluate and develop a plan of priority for the emergency power system based on critical power needs and non-critical power request. The building will be evaluated for future generator/emergency power needs and recommendations will be made accordingly. Evaluate the current location of the emergency power system and provide a recommendation of the appropriate location for the equipment selected. The Electrical/Generator Consulting Engineer will develop plans and specifications for the replacement of the emergency generator based on the evaluation. The Electrical/Generator Consulting Engineer will develop Plans and specifications based on the evaluation and owner direction.

Generator Options

- The Electrical/Generator Consulting Engineer will evaluate and provide a recommendation for fuel source to include both liquid fuels and gas. Evaluate the current fuel system and storage and recommend as appropriate for the new system and future needs/requirements. The consultant should also consider fixed site clean air requirements along with noise when recommending a generator system. The Electrical/Generator Consulting Engineer will develop Plans and specifications based on the evaluation and owner direction.

The Consultant upon submittal of their final recommendation will provide a comprehensive and detailed list of equipment to be purchased by the City. This is to include vendor names, cost, and specifications for each piece of recommended equipment. This equipment will be purchased separately by a Federal Homeland Security Grant.

General Requirements

The Consultant shall review the proposed phases and determine if this is the correct approach to this project or recommend accordingly if a different approach should be taken.

- The Proposer shall submit a time-line schedule on the required work and its completion dates. Timeline should include proposed deliverables and associated payment percentages awarded.
- This project will require construction administration and management by the Proposer with standard job site visits to insure completion and compliance under plans and specifications.
- The awarded proposer shall insure a set of “as-built” plans be provided to the City of Irving, Parks and Building Maintenance Department upon completion of the project.
- The proposer shall provide written justification on proposed equipment and why the chosen equipment is better than the alternative equipment.
- The awarded proposed shall submit cost estimates for each scope of work project prior to development of plans and specifications to accomplish.

E. Method of Selection

Proposals will be evaluated by a team of City employees, by the criteria listed below for the purpose of identifying and recommending those firms, which offer, in total, the highest qualifications and experience for this type of project. The firms recommended may also be interviewed with the express intention of recommending a final short list of firms. All recommendations will be sent to the City Council for review and approval.

1. Viability, completeness, and reasonableness of the steps outlined in the proposal to accomplish the project, including timeline. **(35%)**
2. Experience in conducting quality evaluation of electrical systems and oversight of generator installation. Provide examples. **(25%)**
3. Ability and capacity of the respondent to complete projects within budget and required timeline. Capacity should address concurrent projects, utilization of resources, and financial stability. **(25%)**
4. Manner in which the consultant will work with the city staff. **(10%)**
5. Corporate Citizenship—vendor's environmental practices, non-discriminatory policies, local support and memberships. **(5%)**

CITY OF IRVING

SUMMARY RESPONSE PAGE for RFQ 174E-09F

COMPLETE LEGAL NAME of firm submitting qualifications:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

ARE YOU SUBMITTING as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American** _____ **Woman-Owned** _____ **Certification #** _____

PAYMENT PREFERENCE: Check all that apply:

_____ **EBT (electronic bank transfer)** _____ **Check** _____ **Credit card**

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: This solicitation requires references. Please attach to this page a list of at least four references either currently doing business with you or having purchased services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.



STANDARD TERMS AND CONDITIONS

Attachment A-2 (rev. 02/03/09)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications or additional documents negotiated by the parties prior to formal award.

2. Requirements

By submitting qualifications, the respondent agrees to provide the City of Irving with the agreed-upon services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of qualifications.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation indicates estimated quantities, such quantities are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any and all modifications and addendums into their submissions.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting qualifications, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Submissions

Proposals must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late submissions and is not responsible for the lateness or non-delivery of

submissions by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing or submissions

9. Responsiveness of Submissions

The City wants to receive competitive submissions, but will declare “non-responsive” submissions that fail to meet significant requirements outlined in the solicitation documents.

10. Withdrawal of Submissions

Submitters may withdraw any submission prior to the submission deadline. Proposers may not withdraw once the submissions have been publicly opened, without the approval of the City’s purchasing manager. Proposers who no longer wish to negotiate with City will be allowed to withdraw proposals. However, once qualifications has been withdrawn, it can no longer be considered.

11. Disqualification of Submissions

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: Collusion among proposers; Proposer’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid or agreed upon; Proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services specified in the solicitation; proposer involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and proposer’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

12. Cost of Submissions

The cost of submission shall be borne by the proposers, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.

13. Failure to Deliver Services

If a proposer is unable to deliver the quantity or quality of specified services, or is unable to deliver within a time period agreed upon prior to award, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

14. Taxpayer Identification

Proposers must provide the City a current W-9 “Request for Taxpayer Identification and Certification” before services can be procured from the proposer.

15. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer’s invoice, they will not be paid. Additionally, proposers cannot use the City’s tax exemption status to purchase goods or services related to this solicitation.

16. Payment

Payment will be made as agreed upon in the deliverables section of the final agreement. Contractor is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

17. Outstanding Liabilities

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. submissions will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

18. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

19. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

20. Governing Law

All submission in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

21. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

22. Assignment

Proposer shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, with the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the proposer's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

23. Termination

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for any and all services provided and accepted up to and including the date of termination.

24. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and **City, responsibility and indemnity, if any, shall**

be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

25. Venue

The obligations of the parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

26. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

27. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after submissions are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. In the case of RFP's, only the names of the proposers are listed. Results are for informational purposes only, and is not a notice of award.

28. Open Records

Proposals do not become public record until an award is made. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons and information as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO SUBMITTERS

Attachment B-6 (rev. 12/31/08)

1. Securing Request for Qualifications

Request for Qualifications may be downloaded at no cost from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for solicitation documents. If third-parties offer specifications or solicitation information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Submission of Late Qualifications

Qualifications are to be submitted in a sealed envelope or package and labeled with the submitter's name and the solicitation name & number. All Qualifications must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the submitter's responsibility to ensure that bids are delivered/received by the specified time. Late submissions will not be accepted and will be returned unopened. If pricing is submitted, it must be in US dollars and cents.

3. Legal Name of Submitter

In completing the Summary Response Page, the submitter must list the legal name of the submitter's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the submitter (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the submitter's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Submissions

Any alterations, erasures or strikethroughs made by the submitter prior to submission of the qualifications must be initialed by the submitter to guarantee authenticity.

6. Payment Terms, Discount & Type of Payment

The City's standard terms are 2%/30 days. Unless negotiated to the contrary, this will be the default payment terms. The submitter may also express the method(s) in which he or she wishes to receive payment.

7. References

When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Submitter will attach a separate page with the requested references.

8. **Conflict of Interest**
Submitters should review the instructions on conflict of interest (Attachment C-1). Submitters are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.
9. **Environmental Stewardship**
Submitters are encouraged to review the City's commitment to the environment (Attachment E-1). Submitters are to complete and submit the Environmental Stewardship form (Attachment E-2).
10. **Good Faith Effort**
Submitters are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Submitters are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended submitter(s) will be required to complete the additional GFE forms as part of the award process.
11. **Addendums**
It is the submitter's responsibility to alter his submission response based on information updated in one or more addendums to this solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that submitters receive notice of addendums, but the ultimate responsibility rests with the submitter.
12. **Checklist**
A Submitter's Checklist (Attachment B-4) is included with the solicitation package. The checklist is an aid to the submitter in knowing which documents to submit.
13. **Hot Line**
Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO SUBMITTERS

Attachment B-7 (rev. 2-4-09)

1. Submission Process/Contact Information

The City of Irving is aware of the time and effort spent in preparing submissions. We will work with you to make the process as easy as possible. If you have questions or concerns about the RFQ process, please contact:

Ed Matthews, purchasing manager
ematthews@cityofirving.org
972.721.3757

2. Method of Award

Award will be made to the responsive respondent scoring the highest points, as determined by the City's evaluation team and based on the evaluation criteria specified in this solicitation. Awards totaling \$25,000 or more will be made by the Irving City Council.

3. Public Opening of Submissions

A public opening of submissions will be held at 3:00 p.m. on June 10, 2009, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060. The only information required to be made public in this opening is a list of who responded.

4. Organization of Submitted Responses

The response should be organized in the same reference sequence as the specifications. Qualifications may be submitted in loose-leaf binders, but not spiral-bound or perfect-bound.

5. Pre-Submission Meeting

A pre-submission meeting will be held on May 27 at 11:00 a.m. in Purchasing Conference room at the above address. A site visit is planned, following the pre-submission meeting. Attendance at this meeting is optional, but it is a preferred method of receiving questions and requests from vendors for clarifications.

6. Required Contracts

This solicitation requires signed contracts prior to award. A sample contract is included as Attachment H-3. Actual contract will be based upon negotiations with recommended proposer prior to award.

7. Insurance Requirements

This solicitation has insurance requirements. They are listed as Attachment D-2. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment D-4) with your proposal.

8. Background Check

The City of Irving reserves the right to run background checks on any person requiring access to the Criminal Justice Center, and will determine if background is acceptable for award of the contract.



CHECKLIST FOR SUBMITTERS

Attachment B-4 (rev. 12/31/08)

SUBMITTER'S CHECKLIST: (Documents to be submitted in response to this RFQ)

- _____ **QUALIFICATIONS & RESONSE** as detailed in the RFQ
- _____ **COVER PAGE:** Completed Summary Response Page
- _____ **DUE DATE** (Proposal must be received & stamped in Purchasing no later than 3:00 pm on June 10, 2009)
- _____ **REFERENCES** (As requested on the Summary Response Page)

Submissions failing to comply with the above will be deemed non-responsive.

The following items should be turned in with the submission.. Documents must be received before award recommendation.

- _____ **FIVE ADDITIONAL DUPLICATE COPIES OF PROPOSAL & ONE CD**
- _____ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)
- _____ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)
- _____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)
- _____ **INSURANCE AFFIDAVIT** (Attachment D-4)
- _____ **INDEMNIFICATION BY CONTRACTOR** (Attachment D-6)
- _____ **APPROPRIATE LICENSE/CERTIFICATE**



**INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE
Attachment C-1 (rev. 12/31/08)**

- 1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.**
- 2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.**
- 3. If you complete Attachment C-2, Conflict of Interest questionnaire:**
 - **Put the name of bidder and name of company in block #1.**
 - **If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.**
 - **Sign in block #6.**
- 4. To view a listing of conflict of interest forms filed with the City of Irving, please click <http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>**
- 5. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.**
- 6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.**

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See Section 176.006, Local Government Code.</i></p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
Date Received		
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money.	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

Adopted 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes **No**

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes **No**

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes **No**

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict.

7

Signature of person doing business with the governmental entity

Date

Adopted 01/13/2006

RFQ #174-09F Name of Submitter _____



**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES
& CONSULTANTS
Attachment D-2 (rev. 12/31/08)**

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers' Compensation

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of \$100,000 per each accident, \$500,000 disease policy limit, and \$100,000 occupational disease per employee.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on City property, contractor may make a written request for exemption from this requirement

Commercial General Liability

Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Aggregate Policy minimum limit of \$1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance

Automobile Liability Insurance with a coverage minimum of \$500,000 Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If services performed under this contract will not require the use of vehicle(s), contractor may request, in writing, exemption from this requirement.

Professional Liability

Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of \$1,000,000 per occurrence. Aggregate Policy minimum limit is \$1,000,000. A "claims made" policy is acceptable coverage which must be maintained during the course of the project and up to three (3) years after completion and acceptance of the project by the City. Coverage including any renewals shall have the same retroactive date that is applicable to the policy.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date. Exceptions must be approved in writing by City's representative prior to bid or proposal submission. The City will not accept requests for exceptions after bids have been received.

General Provisions

- 1. SCOPE** - These provisions apply to all contractors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured's liability.

- 2. COVERAGE APPLICATION** – Contractor's insurance must be primary as respect to the City, its officers, employees, elected officials, appointees and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.

- 3. DEDUCTIBLES AND SELF-INSURED RETENTIONS** – Any deductibles or self-insured retentions must be disclosed to the City. The City reserves the right to review the insurance obtained by the contractor in comparison to the requirements specified in this section.

- 4. ADDITIONAL INSURED** – The City of Irving, including its officers, officials, employees, Boards and Commissions and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured's activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.

- 5. COVERAGE CONTINUATION AND CANCELLATION-** In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 845 W. Irving Blvd., Irving, TX 75060.

- 6. SUBROGATION** - Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage or any other loss arising from work performed by the vendor for the City.

- 7. RESPONSIBILITY** - Approval, disapproval or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

- 8. ACCEPTABILITY** - The City retains the right to approve the acceptability of insurers. As a general rule, the city will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI "or better.

- 9. PAYMENT OF PREMIUMS** - Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. INDEMNIFICATION - The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

1. To show ability to meet these insurance requirements, bidders should submit insurance affidavit (Attachment D-4) as part of their response to this solicitation.
2. Upon notice of award, awarded contractor must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this solicitation.
3. Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included.
4. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as Additional Insured, within fifteen days of request. Copy must be signed by the contractor and notarized.
5. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract
6. The City reserves the right to request a complete copy of all insurance policies at any time.



AFFIDAVIT FOR INSURANCE REQUIREMENTS
Attachment D-4 (rev. 12/31/08)

To Be Completed By Insurance Agent/Broker and Submitter

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements contained in RFQ 174E-09F. If the Submitter listed below is awarded a contract by the City of Irving for this RFQ, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Irving as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Bidder's Name/Company: _____

Name of RFQ: _____

Insurance Agent/Broker Signature: _____ Date: _____

Section 2 If the above fifteen day requirement is not met, the City of Irving has the right to reject this bid and award the contract to the next lowest bidder meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Submitter's Instructions.

By submitting response to the RFQ and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ Date: _____



INDEMNIFICATION BY CONTRACTOR
Attachment D-6 (rev. 12/31/08)

The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage. The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP

Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

_____ **Recycling** _____

_____ **Energy Efficiency Practices** _____

_____ **Environmentally Preferred** _____

_____ **Water/Energy Conservation** _____

_____ **Air Quality/Emissions** _____

_____ **Disposal Practices** _____

_____ **Other Environmentally Friendly Practices** _____

Submitter _____

RFQ Number 174E-09F **Date** _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agreed upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



**GOOD FAITH EFFORT AFFIDAVIT
Attachment F-2 (rev. 12/31/08)**

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 33.00%	<u>Professional Services</u> 20.00%	<u>Goods</u> 10.00%
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The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

RFQ Number: 174E-09F

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title

Form GFE-1

**NO BONDING
REQUIREMENTS
FOR THIS RFQ**

Attachment G-9 (rev. 12/31/08)

Professional Services/Consultant Agreement Attachment H-3

THIS AGREEMENT is entered into as of the _____ day of _____, 20___, A.D., by and between the City of Irving, Texas, a municipal corporation located in Dallas County, Texas, and incorporated as a home rule city under the Constitution of the State of Texas, hereinafter referred to as "CITY", and _____, hereinafter referred to as "Consultant".

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services

Section 1.1 The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as the "the Services".

2. Compensation and Reimbursement

2.1 CITY shall pay CONSULTANT a fee not-to-exceed ____ and no/100 dollars (\$), including reimbursable expenses in an amount not-to-exceed (\$____ for the Services as specified in Exhibit "A" of this Agreement. CONSULTANT shall provide substantiating receipts for all approved expenses submitted for reimbursement in accordance with CITY's Reimbursement Guidelines set forth in Exhibit "B" of this Agreement.

2.2 CONSULTANT shall submit invoices in conjunction with the deliverables and payables schedule outlined in the RFP or, lacking that schedule, monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the invoice which is validly due within thirty (30) days, with the final installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

2.2.1 CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

2.3 In the event CITY should request additional services not set forth in Exhibit "A". CONSULTANT and CITY shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of theses additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances, will CONSULTANT undertake additional services without prior written authorization from CITY.

3. Confidential Relationship

3.1 CITY may from time to time communicate to CONSULTANT certain information, including, but not limited to, electronic files more fully described in Exhibit "C", City of Irving, Texas Electronic Files Requested, of this Agreement to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and

circulation of such information, even within its own organization to the personnel assigned to this engagement to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT agrees to maintain the confidential information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own proprietary information, and in doing so, to comply with City's security protocol as stated in Exhibit "D", Security Protocol, attached hereto.

3.3 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.4 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

4. Proprietary Rights

4.1 The work product of the Services, and any writings, discoveries, inventions and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

5. Term

5.1 This Agreement shall be effective on the date of signing, and expire upon completion of the Services. This Agreement shall be subject to termination upon a ten (10) day written notice at any time by either party. In the event of termination prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement. However, City understands and accepts that CONSULTANT is required by its professional standards to maintain a workpapers file related to its work performed. City agrees to allow CONSULTANT to keep these workpapers and copies of documents obtained from the City during the course of CONSULTANT's work.

6. Right to Audit

The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by City to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the City. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

Agreement shall not be deemed a waiver of any further right under this Agreement.

9.5 If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

9.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

9.7 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The Terms and Conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

CONSULTANT

By: _____
Herbert A. Gears, Mayor

By: _____
Name
Company

ATTEST:

ATTEST:

Janice Carroll, TMRC
City Secretary

APPROVED AS TO FORM:

Charles R. Anderson
City Attorney

CORPORATE ACKNOWLEDGMENT
(IF ENTITY IS A CORPORATION)

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

_____ (Print Name) _____ (Print Title)

of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20____.

Notary Public In and For
County, _____

My Commission expires:



CONSULTANT REIMBURSEMENT GUIDELINES

Attachment H-10

1. **Air Travel Standards.** Consultants representing the City should travel economy/tourist or full fare coach class when engaged in work related travel on behalf of the City.
2. **Lodging.** Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Harvey House, etc. There will be no reimbursement for consultant's local lodging if consultant's offices are located in or within 75 miles of the City of Irving.
3. **Vehicle Rentals.** The City will reimburse rental of mid-size or full size vehicles but not luxury class vehicles.
4. **Computer Research.** The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.
5. **Billed Hours.** All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.
6. **Incidental Charges.** The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying is not considered compensable.
7. **Travel to and from the City of Irving.** There will be no reimbursement for the consultant's local travel if consultant's offices are located in or within 75 miles of the City of Irving.
8. **Meals.** The City will reimburse for reasonable meal expense up to twenty-five dollars (\$25.00) per meal. Meals in excess of twenty-five dollars (\$25.00) must be documented with receipts. There will be no reimbursement for the consultant's meals if consultant's offices are located in or within 75 miles of the City of Irving.
9. **Miscellaneous.** The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

10. **Invoices.** Invoices for services rendered shall include all backup documentation in sufficient detail to permit review. Invoices are to be addressed as follows:

Building Services
City of Irving
825 West Irving Boulevard
Irving, Texas 75060

11. **Billing Time.** The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.