

Request for Qualifications (RFQ) Consolidated Plan (2023-2027)

A project of:

Neighborhood Services Department
City of Fort Worth, Texas

Schedule

Date	Action
November 15, 2022	Issue RFQ
November 30, 2022	Questions and Requests for Clarification Regarding RFQ Due. All Questions Submitted Via Email to: Sharon.Burkley@fortworthtexas.gov
December 5, 2022	Addenda Issued, If Needed
December 15, 2022	RFQ Submittal Deadline
December 19-21, 2022	Interview Finalists <i>(If deemed necessary by the evaluation panel, in its sole discretion)</i>
December 30, 2022	Preferred Firm Notified/Contract Negotiations Begin
January 30, 2023	City of Fort Worth Authorizes Contract
February – April, 2023	Firm Conducts Work
May-July, 2023	Consolidated Plan Reviewed by the Neighborhood Services Department, City Manager’s office, Community Development Council & City Plan Commission
August, 2023	Consolidated Plan Adopted by City Council



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Statement of Qualification Requirements and General Rules

The City of Fort Worth (“City”) reserves the right to seek clarification of any information that is submitted by any Proposer in any portion of its statement of qualifications or to request additional information during the evaluation process. Any material misrepresentation made by a Proposer will void the proposal and eliminate the Proposer from further consideration. The statement of qualifications shall be no longer than 30 pages and shall include the information requested herein. The evaluation committee will not review any pages after the 30th page of the proposal.

The City shall not be liable for any costs whatsoever incurred by Proposers related to this RFQ, including any costs associated with interviews, discussions required for clarification of items relating to this RFQ, postage, or transportation.

The City reserves the right to revise or amend the RFQ in response to a need for further clarification, specification and/or requirement changes, including a new opening date so long as such change is made prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFQ. Copies of any such addendum will be posted to the City's website at <https://www.fortworthtexas.gov/departments/neighborhoods/services>

Proposers are required to routinely check the website and ensure that they have reviewed and submitted all necessary addenda. No addenda will be posted after December 5, 2022.

The City reserves the right to reject any and all Statement of Qualifications. Execution of a contract will be contingent upon **Council** approval, and there is no guarantee that a contract will be awarded following this process. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the City may negotiate a contract with the next highest scoring proposer. For the purposes of notifying proposers of typical City vendor services agreements and specific requirements, *particularly insurance requirements and ownership of work product*, we are including a template agreement as Appendix A to this RFQ.

Non-Contact Required: Proposers are specifically directed not to contact any City Council Members, project leaders or staff, or City of Fort Worth staff for additional information, questions, meetings, conferences, or technical discussions that are related to this RFQ, except as specifically allowed in this RFQ. Unauthorized contact of any such personnel will be cause for rejection of the proposal.

Response Deadline and Project Timelines

Statement of Qualifications must be received in the email box listed below by 11:59 pm CST on the date listed on the front page of this RFQ. Statement of qualifications received after the deadline will not be considered. Please note that the City of Fort Worth's email system does have security filters, so it is recommended that Statement of Qualifications are submitted as early as possible to avoid any delays. If you do not receive an email confirming receipt of your submission within 36 hours, please call Sharon Burkley, Community Development Planning Manager, at 817-392-5785.

All questions and requests for clarification related to the RFQ must be directed to Sharon Burkley, Community Development Planning Manager of Neighborhood Services, prior to 11:59 pm CST on the date as shown on the front page of this RFQ; any questions or requests for clarification received after that date will not be processed or receive a response.

Statement of Qualifications and any questions/requests for clarification are to be emailed and clearly marked in the subject line "Question regarding Consolidated Plan RFQ" for all questions/requests for clarification, and "Consolidated Plan RFQ Submission" for proposal submission to: Sharon.Burkley@fortworthtexas.gov

It is intended that the winning proposal will be selected by December 30, 2022; however, the City reserves the right to make its selection at any time.

Introduction and Background

The City of Fort Worth ("City"), seeks Statement of Qualifications for the development of a Consolidated Plan meeting all the requirements of U.S. Housing and Urban Development ("HUD") and federal regulations and CPD Guidance.

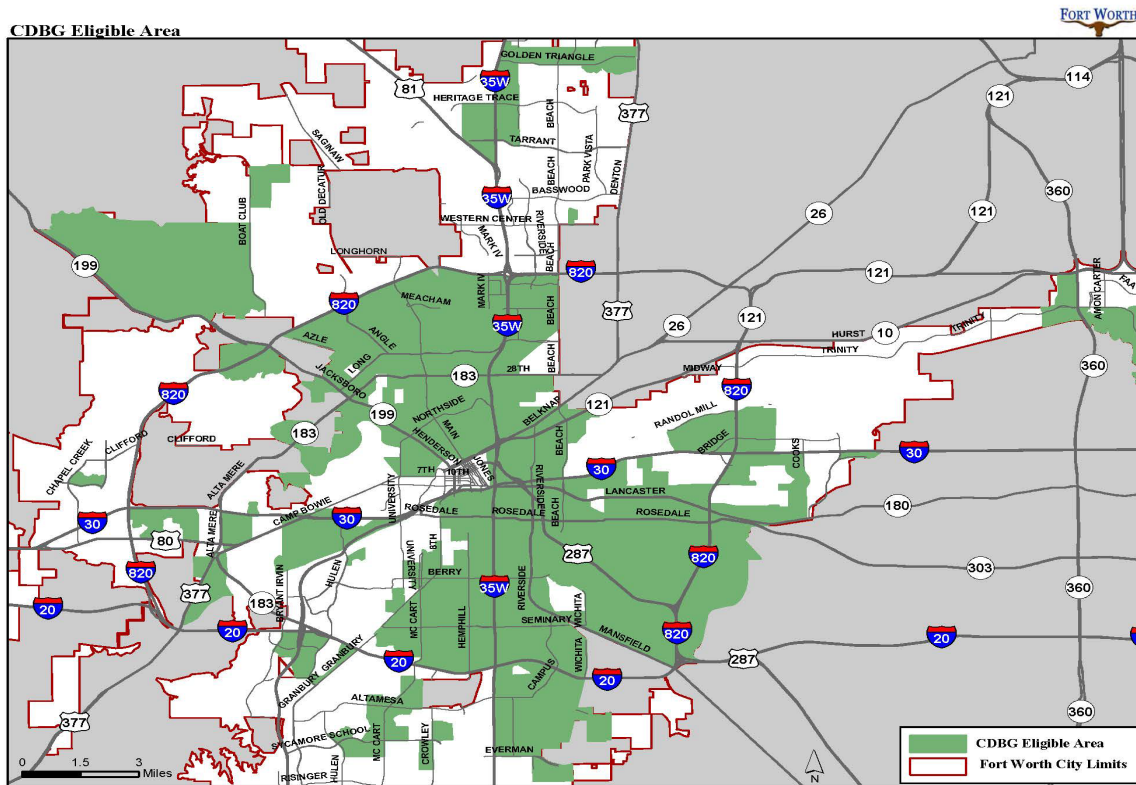
The City seeks Statement of Qualifications from a multi-disciplinary team with expertise in the areas of neighborhood and community planning, community development, housing, community engagement, and use of federal HUD block grant funds for neighborhood improvement.

The Consolidated Plan will collect and analyze data to assess Fort Worth’s affordable housing and community development needs and market conditions. The Plan will recommend data-driven, place-based investments that will enhance City neighborhoods and create a better quality of life for residents.

The City envisions an ambitious effort to deeply engage residents, property owners, community leaders, organizations, City departments (e.g., Police, Neighborhood Services, Economic Development, Planning & Data Analytics, Code Compliance, Library), and other community stakeholders to prepare a plan that will align and focus funding from our HUD block grants programs: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program.

Project Geographic Scope

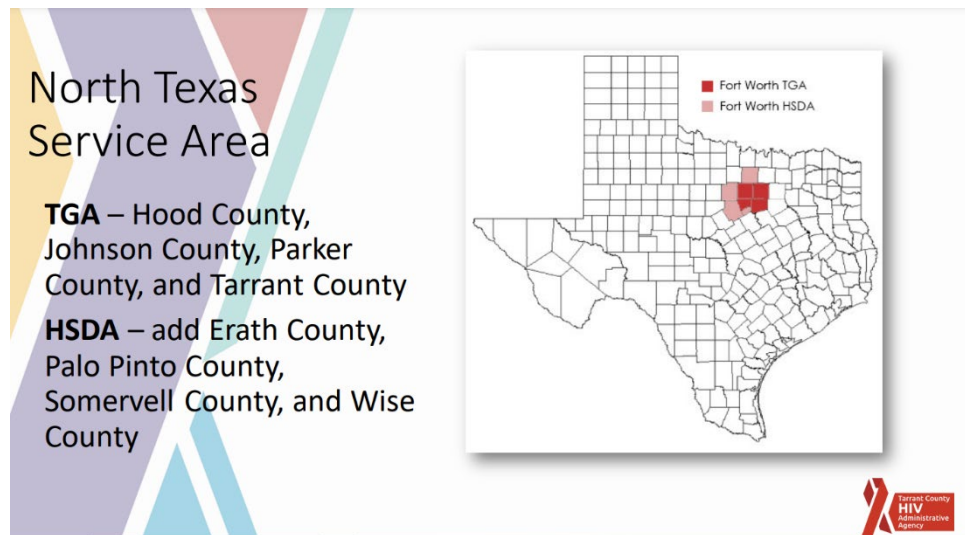
The Consolidated Plan will be for the City of Fort Worth, Texas and all its neighborhoods, as shown in the below map of CDBG Eligible Areas.



Map 1: CDBG Eligible Areas

The above map is of the CDBG eligible block groups for the City of Fort Worth. Most CDBG activity types are allocated to specific geographic areas based on the low to moderate income criteria established by HUD for “area benefit” activities. To qualify for funding, “area benefit” activities must be located in primarily residential neighborhoods with 51% or more low-and moderate-income persons.

HOPWA has a service delivery area that serves multiple counties, including Tarrant, Hood, Johnson, Parker, Erath, Palo Pinto, Somervell, and Wise, as shown in the map below.



Principles & Priorities

The City and its stakeholders have established a set of principles to guide this Consolidated Planning effort and should be considered as *non-negotiable* during the project:

1. **Engaging and Transparent Process:** Promote transparency and inclusion by having extraordinary outreach and engagement with residents, partner agencies, program beneficiaries, neighborhood groups, the Community Development Council, and City staff throughout the project process. We want to have fun and thoughtful engagements with the Fort Worth community and not disengaged meetings with PowerPoints. A website and social media presence (including promo videos) with frequent updates is necessary.
2. **Big Social Issues Require Interdepartmental and Multi-Level Coordination:** We want to be cognizant that federal block grant funding is not the only source of funding available to resolve complex social issues. For example, coordination between the Police Department’s Crime Control and Prevention District (CCPD) program, Community Action Partners, and agencies funded with federal grants could work more closely together to achieve better outcomes. We also want to ensure that there is coordination between multiple levels of government (County, state, region) and our planning efforts.
3. **Data and Improving Outcomes is A Priority:** It is imperative that we let the data and outcomes produced by our partner agencies help us determine if our funding is meeting community needs. We need to establish key data points, measure outcomes, and use this planning process to help us establish basic dashboard data for our daily work.
4. **Housing & Resident Focused:** Traditionally, the City of Fort Worth has focused its federal funds on programs to assist residents with housing and basic needs. In recent years, we have moved away from using federal funds to accomplish large economic development projects or in the creation of jobs. We would like to keep our funding focused in where it is most useful: creation of affordable

housing, quality of life in neighborhoods, and providing the most necessary services to the residents of the City.

Project Details

The Consolidated Plan must focus on collecting and analyzing city data related to the various requirements of the Consolidated Plan (e.g., poverty, housing condition, infrastructure conditions, households), analyzing the interrelatedness of data and trends, and reviewing relevant City Plans and priorities. A thorough review of data, past spending, and analysis of future needs will allow the City to develop, with consultant guidance, a set of priorities and guidelines for the spending of future federal funds. Additionally, the City anticipates benchmarking our federal fund expenditure outcomes with communities of similar size and similar community development issues.

In addition to data gathering and analysis, our planning process must deeply engage with neighborhoods, City residents, stakeholders, and funding beneficiaries to ensure that we are spending our federal funds in a way that meets community needs.

We will judge our efforts as successful based upon our expectations of meeting the following outcomes:

- 1.) Residents and stakeholders in the City feel that their opinions on federal funds spending have been heard and reported;
- 2.) City leaders, staff, and residents have a clear understanding of City of Fort Worth community development needs;
- 3.) City leaders, staff, and residents have a clear understanding of how federal funds are currently spent and the outcomes of those expenditures;
- 4.) The City uses data and trends, as well as high quality stakeholder and resident feedback, to develop a strong and durable set of federal funding priorities and goals; and
- 5.) The City's Consolidated Plan will be a national standard for deep community engagement and setting funding priorities to achieve measurable outcomes.

Desired Project Components

The Consolidated Plan should be comprised of the following elements:

Anticipated Deliverables

1. **Public Engagement Process**, defined by the consultant
 - a. The selected firm would be leading project coordination and kick-off meetings to align core team on communication expectations, project budget and timeline, plan outline
 - b. An on-site midpoint meeting with project leadership and an on-site meeting to review a final draft with project leadership are required
 - c. Co-create an innovative process for community engagement with City of Fort Worth staff and existing community groups including residents, agencies, Community Development Council, etc.
 - d. Highly engaging and on-site “pop ups” or “workshops” such as public charrettes and focus groups should be considered
 - e. A website, social media campaign, promotional videos, and targeted radio campaign to gain interest and promote the planning efforts and public meetings

2. **Consolidated Plan**, as outlined herein;
 - a. Executive Summary
 - b. The Process
 - c. Needs Assessment
 - d. Market Analysis
 - e. Strategic Plan
 - f. Annual Action Plan

3. **Up to 6 technical and public presentations** to build informed consent and support to organizations/commissions that would adopt the plan such the Community Development Council, gatherings of agencies and stakeholders, and City Council Committees.

These deliverables will be addressed in detail in a scoping meeting with the selected firm and are provided here for full understanding of the scope of the project.

Project Management Team

We have assembled a core group of Fort Worth leaders to serve as a project management team and oversee the development of the plan and work closely with the selected consultant. The team consists of:

Title	Name
Assistant Director – Neighborhood Services	Amy Connolly
Community Development Planning Manager	Sharon Burkley
Housing Development Manager	Chad LaRoque
Neighborhood Services Manager	Terrance Jones
Neighborhood Development Manager	John Cain

Budget

The Parties anticipate that the cost to produce an appropriate Consolidated Plan could range from **\$150,000 - \$200,000** including all travel and reimbursable expenses. Community Development Block Grant is anticipated to be the source of funds for the Consolidated plan. Any contract must be approved by City Council.

Minimum Qualifications and Evaluation Criteria

Statement of qualifications will only be reviewed if the Proposer demonstrates that it meets the minimum criteria listed below. All materials to meet the minimum criteria must be submitted with the statement of qualifications as part of the coversheet.

The coversheet, which does count towards the 30-page limit, should be the first page of the proposal and list the Proposer’s Name, contact information, and include information to confirm the following minimum qualifications:

Minimum Qualifications:

- Proposer must be a professional consulting firm in business a minimum of five years;
- Proposer must put together a multi-disciplinary team with expertise in the areas of neighborhood & community planning, community development, housing, community engagement, and use of federal HUD block grant funds for neighborhood improvement;
- Proposer must have developed at least two (2) Consolidated Plans for cities in metropolitan areas with a population over 1,000,000.

Each proposer that demonstrates that it meets the minimum criteria listed above will be reviewed and evaluated. Evaluation of the statement of qualifications will be based upon the following factors:

Criteria No.	Factor	Weight
1	Project Team ability to engage with the public and secure meaningful public input during the development of the plan	30
2	Project Team experience in successfully delivering Consolidated Plans that were implemented by the client and accepted by HUD	20
3	Project Team members’ pertinent experience in: Neighborhood & Community Planning (10) Community Development (10) Federal Block Grant Funds (10)	30

4	Project Team’s understanding of the proposed project as explained in their proposal and capacity to perform the submitted plan	10
5	Diversity of the multi-disciplinary team is representative of the City of Fort Worth*	10

**The measure for diversity representative of the City of Fort Worth is based on current data available from the United States Census Bureau as shown below.*

Race and Hispanic Origin		
White alone, percent		△ 60.1%
Black or African American alone, percent (a)		△ 18.5%
American Indian and Alaska Native alone, percent (a)		△ 0.5%
Asian alone, percent (a)		△ 4.8%
Native Hawaiian and Other Pacific Islander alone, percent (a)		△ 0.1%
Two or More Races, percent		△ 6.1%
Hispanic or Latino, percent (b)		△ 35.1%
White alone, not Hispanic or Latino, percent		△ 38.9%

Submission Requirements

The statement of qualifications shall be no longer than 30 pages, including the coversheet, and shall include the information outlined in the points below. The evaluation panel will not review or consider any pages that exceed the page limit; only the first 30 pages will be reviewed.

To ensure fair and equitable evaluation, Statement of Qualifications should be organized into the following separate sections:

1. **Coversheet** – as described above with contact information and minimum requirements.
2. **Transmittal Letter and Executive Summary** - providing a narrative description of all key aspects of the proposal.
3. **Project Understanding** – as explained in the RFQ, explain your team’s understanding of project and your team’s unique approach
4. **Description of Project Team** - a multi-disciplinary team of professionals. Specific requirements include the following:
 - a. Narrative describing the roles, responsibilities, depth of experience, and size of each firm.
 - b. Resumes of key personnel assigned to the project, including relevant experience.
 - c. Identification of the individuals and position titles who will be responsible for working on the Project on a day-to-day basis.
 - d. Description of how the team reflects the racial, ethnic, and gender diversity of the City of Fort Worth
5. **Organizational Chart or Diagram** - outlining the composition of the team.

6. **Description of Experience** -- Demonstrating the capacity to complete the project within the time frame specified, the work the project team has completed together utilizing prior pertinent examples of past projects, and also explain your team's unique experience in:
 - a. Examples of Consolidated Plans completed for similar size cities
 - b. Pertinent examples of ability to analyze community data and provide graphically interesting presentations
 - c. Ability to significantly engage with the public (particularly racial and ethnically dominate neighborhoods, distressed neighborhoods) and secure deep public input
7. **References** provide a list of at least three municipal references for recent consolidated planning projects. Cities of a similar size are preferred.

Selection

A panel comprised of members of the Neighborhood Services Department will evaluate the responses with respect to the selection criteria and select a preferred consultant. The evaluation panel may request clarification and/or interviews from one or more proposers. The Neighborhood Services Department will negotiate an appropriate contract, based on the template attached as Exhibit A hereto, with the selected consultant and will seek to secure City Council authorization to enter into that contract.

Other Relevant City of Fort Worth Planning Efforts

The City of Fort Worth has both led and partnered on several neighborhood revitalization projects throughout the City of Fort Worth and proposers should familiarize themselves with these efforts.

Past and on-going projects include:

2018-2022 CONSOLIDATED PLAN

2022-2023 ANNUAL ACTION PLAN

<https://www.fortworthtexas.gov/departments/neighborhoods/services/grants>

EXAMPLES THAT WE LOVE

Las Vegas Trail Transformation Plan

In 2021, The City's Housing Finance Corporation sponsored a plan to revitalize and re-imagine the Las Vegas Trail Neighborhood with a focus on housing, neighborhood, and people. The plan was completed in October 2022 and implementation of the plan has just been lunched, including pedestrian improvements such as sidewalks, lighting, and new pedestrian crossings, safe routes to school plans, and clean and safe initiatives. The LVT Transformation Plan was different from most other Fort Worth plans in that the community engagement was extremely effective in completed survey results, attendance at community "parties" to give input to the plan, and for its direct engagement of predominately apartment dwellers of diverse ethnicities and races.

Neighborhood Improvement Strategy

In 2017, The City of Fort Worth began investing approximately ½ cent of Property Tax revenues into one selected, distressed neighborhood a year (approximately \$3M). The improvements are made to improve public safety, improve physical infrastructure, and increase community engagement. Investments are chosen by the neighborhood and include public improvements such as sidewalks, street improvements, police cameras, street lights, code compliance, litter clean up,

dilapidated structure removal, and much more. All participating neighborhoods have seen an improvement in public safety and residential satisfaction in the neighborhood. Neighborhoods receiving this investment include: Stop Six, Northside, Ash Crescent, Rosemont, and Como. <https://www.fortworthtexas.gov/departments/neighborhoods/improvements>

Cavile Place/Stop Six Choice Neighborhood Implementation

In 2020, the City of Fort Worth and Fort Worth Housing Solutions received a \$35,000,000 grant from U.S. Housing and Urban Development Department to tear down delapidated public housing (Cavile Place) and rebuild the Stop Six Neighborhood. This project includes the implementation of an approved neighborhood transformation plan, the development of new housing, and investment in the people of the neighborhood. <https://stopsixcni.org/>

City of Fort Worth Comprehensive Plan

The City of Fort Worth maintains a continually updated Comprehensive Plan, which contains many chapters relevant to neighborhood redevelopment and revitalization.

Full Comprehensive Plan: <https://www.fortworthtexas.gov/departments/planning-data-analytics/comprehensive-planning/comprehensiveplan/adopted>

Future Land Use Sector Plan: <https://www.fortworthtexas.gov/files/assets/public/planning-data-analytics/documents/comprehensive-planning/2021/final/appendix-c-final-whr.pdf>

East Lancaster Avenue Revitalization and PID #20

After the development of several planning efforts, the East Lancaster Avenue area in the City of Fort Worth established a Public Improvement District (PID) #20 in 2019 for the purpose of providing services and improvements for the properties in the district. The primary goals of the PID are to provide security services and market East Lancaster Avenue for redevelopment. The corridor is also currently part of a transportation study evaluating rapid bus transit and light rail, as well as urban village redevelopment. <https://www.pid20.org/>

Near Southside Redevelopment

One of the best redevelopment efforts undertaken by the City of Fort Worth has been the Near Southside transformation. The City established a planning effort and then empowered a non-profit Near Southside, Inc. (1995) to spearhead the redevelopment. A Tax Increment District #4 was created to incentivize redevelopment. Since that time, the Near Southside has undergone a complete renaissance to revitalize several sub-areas in the near southside of the City. <https://www.nearsouthsidefw.org/home>

Other Cities' Consolidated Plans

City of Arlington, TX 2020-2024 Consolidated Plan

<https://www.arlingtontx.gov/common/pages/DisplayFile.aspx?itemId=19049594>

City of Dallas, TX 2019-2023 Consolidated Plan

https://dallascityhall.com/departments/budget/communitydevelopment/DCH%20Documents/5YR%20Con%20Plan_FY2019-20%20through%20FY2023-24_CARES%20Act_final%20for%20website%20with%20attachments_5.21.21.pdf

City of Little Rock, AR 2021-2025 Consolidated Plan

<https://www.littlerock.gov/media/8241/5-year-draft-conplan.pdf>

City of Seattle, WA 2018-2022 Consolidated Plan

https://www.seattle.gov/documents/Departments/HumanServices/Federal%20grants/HSD%202018-2022%20Consolidated%20Plan%20Att%20A_v3.pdf

Miscellaneous

Public Information

All material submitted in response to this RFQ becomes public property and is subject to the Texas Public Information Act upon receipt. If a proposer believes that a portion of its proposal is proprietary and does not desire that information to be disclosed, it must identify all information it believes to be proprietary information in the proposal. This identification must be done by noting the words "Proprietary Information" individually on each page on which such information is found. Any information that is not marked "proprietary" in accordance with this provision shall be deemed public and releasable upon request.

To the extent required by law, the City will protect portions of statement of qualifications marked proprietary from public release or provided the proposer the opportunity to submit arguments to the Texas Attorney General in response to a request for the marked information.

VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **City of Fort Worth** (“City”), acting by and through its duly authorized City Manager, and _____ (“Vendor”), a _____ (state) _____ (corporation type), acting by and through its duly authorized representative, each individually referred to as a “**party**” and collectively referred to as the “**parties.**”

1. **Scope of Services.** _____ (“Services”), which is set forth in more detail in Exhibit “A” which are separated into discrete tasks (“Task Groups”), attached hereto and incorporated herein for all purposes.

2. **Term.** This Agreement begins on _____ (“Effective Date”) and expires on _____ (“Expiration Date”), unless terminated earlier in accordance with this Agreement.

3. **Compensation.** City will pay Vendor in accordance with the provisions of this Agreement, including Exhibit “B,” which is attached hereto and incorporated herein for all purposes. Total compensation under this Agreement will not exceed \$ _____. Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. Termination.

4.1. **Written Notice.** City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days’ written notice of termination.

4.2 **Non-appropriation of Funds.** In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for each task described in Exhibit A that is actually completed by the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine-readable format or other format deemed acceptable to City.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Vendor, for itself and its officers, agents and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third party without the prior written approval of City.

5.3 Public Information Act. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 Unauthorized Access. Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.

1. **Right to Audit.** Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that

City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

2. **Independent Contractor.** It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondent superior* will not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor, nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors, or contractors.

3. **Liability and Indemnification.**

1. ***LIABILITY - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.***
2. ***GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND City, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.***

3. **INTELLECTUAL PROPERTY INDEMNIFICATION** – Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City’s use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay will not apply if City modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City’s interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor will fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City’s assumption of payment of costs or expenses will not eliminate Vendor’s duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by City, subsequent to which termination City may seek any and all remedies available to City under law.

4. **Assignment and Subcontracting.**

9.1 Assignment. Vendor will not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 Subcontract. If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.

5. **Insurance.** Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

1. Commercial General Liability:

\$1,000,000 - Each Occurrence

\$2,000,000 - Aggregate

- (b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers'

compensation laws where the Services are being performed

(d) Employers' liability

\$100,000 - Bodily Injury by accident; each accident/occurrence

\$100,000 - Bodily Injury by disease; each employee

\$500,000 - Bodily Injury by disease; policy limit

(e) Professional Liability (Errors & Omissions):

\$1,000,000 - Each Claim Limit

\$1,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of

Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

6. **Compliance with Laws, Ordinances, Rules and Regulations.** Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations, including all applicable Community Development Block Grant requirements. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

7. **Non-Discrimination Covenant.** Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND City AND HOLD City HARMLESS FROM SUCH CLAIM.**

8. **Notices.** Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To City:</p> <p>City of Fort Worth Neighborhood Services Department Attn: Fernando Costa, Assistant City Manager 200 Texas Street Fort Worth, TX 76102 Fernando.Costa@fortworthtexas.gov</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To VENDOR:</p> <p>Name of Vendor Attn: Address City, State Zip Email address</p>
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9. **Solicitation of Employees.** Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.
10. **Governmental Powers.** It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.
11. **No Waiver.** The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.
12. **Governing Law / Venue.** This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

13. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

14. **Force Majeure.** City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, “Force Majeure Event”). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party’s performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

15. **Headings not Controlling.** Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

16. **Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or Exhibits A, B, and C.

17. **Amendments / Modifications / Extensions.** No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

18. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

19. **Warranty of Services.** Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.
20. **Immigration Nationality Act.** Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY City AND HOLD City HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.
21. **Ownership of Work Product.** City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.
22. **Signature Authority.** The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

23. **Change in Company Name or Ownership.** Vendor must notify City’s Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director’s resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.
24. **Electronic Signatures.** This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.
25. **Entirety of Agreement.** This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
26. **No Boycott of Israel.** **If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply.** Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**
27. **Prohibition on Boycotting Energy Companies.** Vendor acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

28. **Prohibition on Discrimination Against Firearm and Ammunition Industries.** Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
- 29.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

City:

<p>_____</p> <p>Fernando Costa Assistant City Manager</p> <p>Date: _____, 2022</p> <p>RECOMMENDED BY:</p> <p>_____</p> <p>Victor T. Turner Neighborhood Services Director</p> <p>ATTEST:</p> <p>_____</p> <p>Jannette Goodall City Secretary</p> <p>M&C: Date: 1295 Certification No:</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Amy Connolly Title: Assistant Director, Neighborhood Services</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>_____</p> <p>Jo Ann Gunn Senior Assistant City Attorney</p>
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VENDOR:

<p>Name of Vendor</p> <p>By: Name: Title:</p> <p>Date:</p>

EXHIBIT A

SCOPE OF SERVICES

(This area is purposefully blank)

EXHIBIT B

PAYMENT SCHEDULE

Vendor shall be paid based upon task completion, as listed in Exhibit A, and receipt of expected deliverables, as listed below in the payment schedule table.

Vendor shall send the City a correct and accurate invoice by the 20th of each Month. Vendor will indicate the Tasks completed on the invoice showing what tasks was worked on or completed within the timeline included as part of Exhibit A and the payment schedule table, below.

The City shall pay vendor within thirty (30) days of receiving a correct and accurate invoice. A “correct and accurate invoice” is an invoice that complies with Exhibits A and B of this Agreement.

Payment Schedule Table

Month Work will Occur	Task	Expected Deliverable for Invoice	Invoice Expected
February			By March 20, 2023
March			By April 20, 2023
April			by May 20, 2023
May			by June 20, 2023
June			By July 20, 2023
July			By August 20, 2023
August			By September 20, 2023

Direct expenses and printing will be invoiced within the month that they were expended.