

Request for Qualifications (RFQ)

Las Vegas Trail Neighborhood Transformation Plan

A collaborative project of:

City of Fort Worth, Texas

City of Fort Worth Housing Finance Corporation

LVTRise, Inc.

Schedule

Date	Action
August 18, 2021	RFQ Distribution and Posting
September 1, 2021	Deadline for questions and requests for clarification regarding RFQ
September 3, 2021	Deadline for any addendums or clarifications
September 10, 2021	RFQ Submittal Deadline
September 27-30, 2021	Interview Finalists <i>(If deemed necessary by the evaluation panel, in its sole discretion)</i>
October 1, 2021	Preferred Firm Notified/Contract Negotiations Begin
October 19, 2021	FWHFC Consideration of Contract
May, 2022	Transformation Plan Presented to the City Council
May, 2022	Transformation Plan Presented to the FWHFC



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Statement of Qualification Requirements and General Rules

The FWHFC 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 Proposer’s submission and will 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.

FWHFC 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.

FWHFC reserves the right to revise or amend the RFQ for any reason until the deadline listed above, including in response to a need for further clarification or specification and/or requirement changes.

FWHFC may also extend the submission due date, so long as such change is made prior to the then current 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 FWHFC website at <https://www.fortworthtexas.gov/departments/neighborhoods/services/financecorp>. 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 September 3, 2021.

FWHFC reserves the right to reject any and all Statement of Qualifications. Execution of a contract will be contingent upon FWHFC Board approval, and there is no guarantee that a contract will be awarded following this process. The FWHFC 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 FWHFC may negotiate a contract with the next highest scoring proposer. For the purposes of notifying proposers of typical FWHFC 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.

Proposers are specifically directed not to contact any Fort Worth Housing Finance Corporation Board Members, Fort Worth City Council Members, project leaders or staff, or City of Fort Worth or FWHFC 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 by a Proposer of any such personnel will be cause for rejection of the Proposer's Statement of Qualifications.

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, as may be amended through addenda. 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 Amy Connolly, Assistant Neighborhood Services Director, at 817-392-7556.

All questions and requests for clarification related to the RFQ must be directed to Amy Connolly, FWHFC Administrator, 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 Las Vegas Trail Transformation Plan" for all questions/requests for clarification, and "Submission Las Vegas Trail Transformation Plan" for proposal submission to: **Amy.Connolly@fortworthtexas.gov**.

It is intended that the winning Statement of Qualifications will be selected by October 1, 2021; however, FWHFC reserves the right to make its selection at any time.

Introduction and Background

The City of Fort Worth, the Fort Worth Housing Finance Corporation, and LVTRise, Inc. (collectively the "Parties") are seeking Statement of Qualifications for the development of a Neighborhood Transformation Plan for the Las Vegas Trail Neighborhood in the City of Fort Worth. The Parties are interested in

Statement of Qualifications from a multi-disciplinary team with expertise in the areas of neighborhood/community economic development, housing development, architecture, landscape architecture, urban design, streetscape design and implementation, and transportation design.

The Las Vegas Trail Neighborhood, also known as “LVT”, is a distressed neighborhood on the west side of Fort Worth that is currently experiencing high levels of crime and economic distress. The neighborhood’s predominate land use is dense multiple-family housing with minimal amounts of commercial development, jobs, or community services. Recently, the City of Fort Worth and the YMCA partnered to develop a new community Center in this neighborhood – called Rise Community Center – which is positioned to be a neighborhood advocate for revitalization and community engagement.

The City envisions an ambitious effort to engage residents, property owners, apartment complex managers, Rise Community Center visitors and staff, City departments (e.g., Police, Neighborhood Services, Economic Development, Planning & Data Analytics, CODE, Library), and other community stakeholders to prepare a plan that could serve as the basis for neighborhood revitalization.

Project Geographic Scope

The LVT neighborhood is located in the western part of the City of Fort Worth and is bounded by I-30 on the north, Cherry Lane on the east, Camp Bowie West on the south, and Loop 820 on the west as depicted in the following maps:

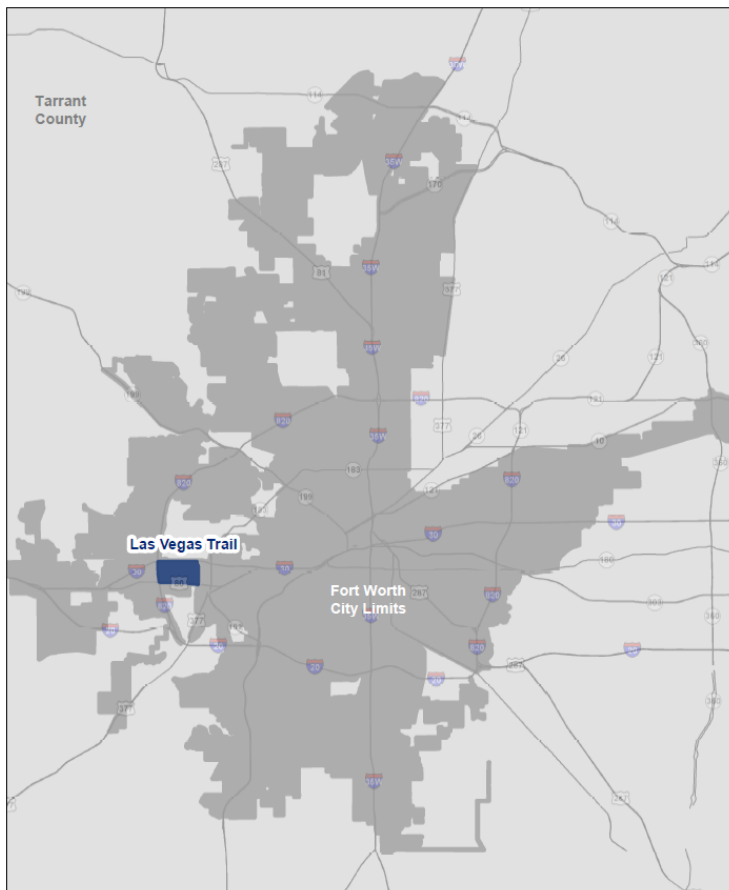


Figure 1: Las Vegas Trail Neighborhood is located in west Fort Worth.



Figure 2: Las Vegas Trail neighborhood is bounded by I-30 on the north, Cherry Lane on the east, Camp Bowie West on the south, and West Loop 820 on the west.

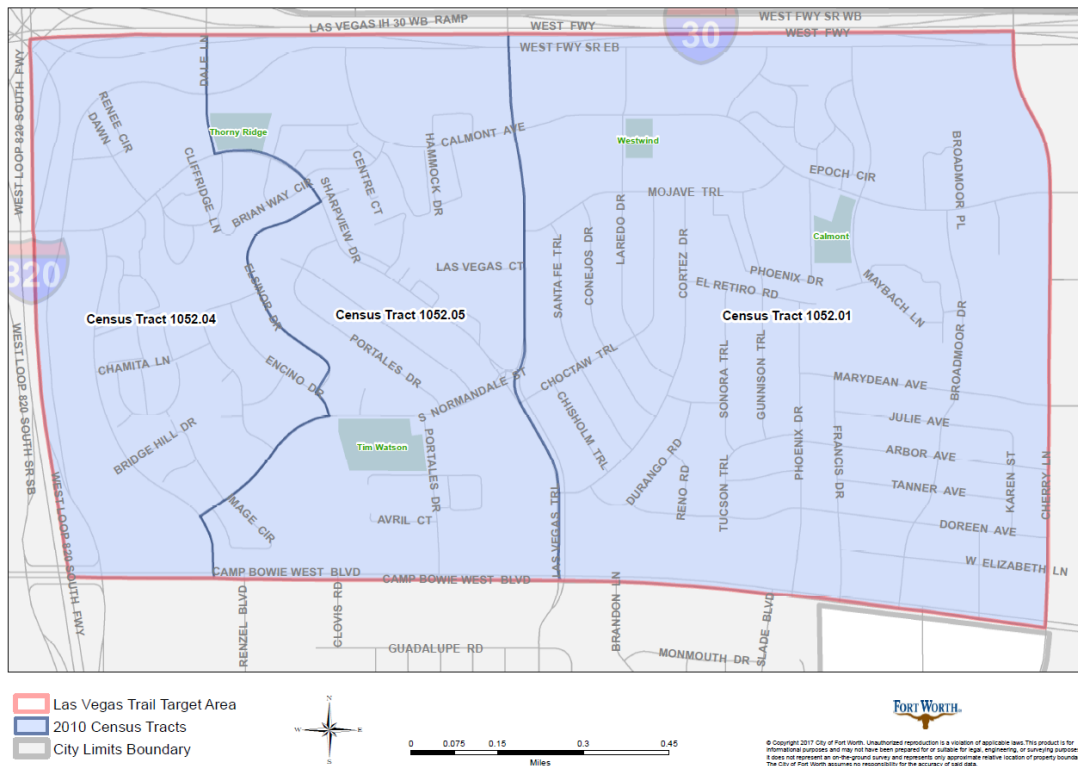


Figure 3: Boundaries for the Las Vegas Trail neighborhood are drawn consistent with Census Tract boundaries for effective data analysis.

LVT Rise and Development of the Rise Community Center

The Las Vegas Trail Revitalization Project, known as LVTRise, Inc., (<https://www.lvtrise.org>) is a collaboration and partnership of private companies, human service organizations and government agencies dedicated to helping residents of the Las Vegas Trail area improve their neighborhood and day-to-day lives.

In response to the devastating crime, unemployment and educational challenges in the LVT area, the organization works to alter the trajectory of the lives of the residents living in the area and focuses resources for both sustained change and immediate positive impact to life.

In 2017, the neighborhood came together to establish its priorities for Neighborhood revitalization which were:

1. Crime control and prevention
2. Community Center
3. Code Enforcement

The United Way of Tarrant County has served as an important funder of the efforts of LVTRise and hosts a website that showcases the efforts in 2017 to kickstart the redevelopment of the neighborhood: <https://www.unitedwaytarrant.org/lvtrp/>

In October, 2018, the Las Vegas Trail Revitalization Project became an official non-profit organization known as LVTRise, Inc. The LVTRise, Inc. Board immediately began implementing its vision of transforming the lives of the residents living in Las Vegas Trail, by continually providing resources and services dedicated to the revitalization and sustainability of the neighborhood. The first effort was the redevelopment of a former YMCA building into a Community Center, now called Rise Community Center, which is now operational and fully staffed. Also, Calmont Park is currently being redeveloped, and a new Head Start/Daycare Center is under construction.

Currently, LVTRise, Inc. Board has established priorities in the following areas:



Figure 2: LVTRise organizational priorities, as shown on their website: <https://www.lvtrise.org/>

City of Fort Worth Housing Finance Corporation

The City of Fort Worth Housing Finance Corporation (FWHFC) is not only a partner in this planning effort as the anticipated funding partner, but is also anticipated to be engaged in the implementation of initiatives aimed at providing decent, safe, and affordable housing in the area. The FWHFC, among other activities, supports affordable housing initiatives and has the ability to provide beneficial tax breaks to affordable housing developments in certain circumstances. FWHFC policies and background can be found at: <https://www.fortworthtexas.gov/departments/neighborhoods/services/financecorp> and also here: <https://www.fortworthtexas.gov/departments/neighborhoods> under “Housing Updates.”

Public Improvement District (PID) #21

On June 22, 2021, the City of Fort Worth approved a petition establishing a PID within the LVT neighborhood. The PID’s goals are: improving public safety, economic vitality, community engagement, community enhancement, and improvements related to these goals. However, the PID’s primary goal and budget expense is the improvement of public safety through security patrols, additional surveillance cameras, and additional lighting. Total annual budget estimated at approximately \$289,700 with 30% of that budget allocated to public safety and approximately \$16,000 allocated to community enhancement.



Figure 3: Public Improvement District 21 Boundaries. Properties in blue are the new PID Assessed Properties and the Las Vegas Trail Target area, as outlined for this RFQ are outlined in red.

Neighborhood Empowerment Zones (NEZ)

To encourage the redevelopment in targeted urban villages and surrounding neighborhoods, the City of Fort Worth created the NEZ program to provide municipal property tax abatements, fee waivers, and city lien releases to property owners that invest (by building or rehabilitation) in their property within an approved NEZ.

The LVT area has been designated as NEZ Area Two (see Figure 5). For a full list of NEZ incentives and the program’s applications, go to:

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

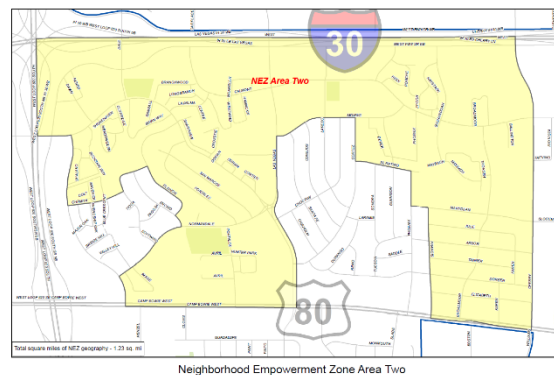
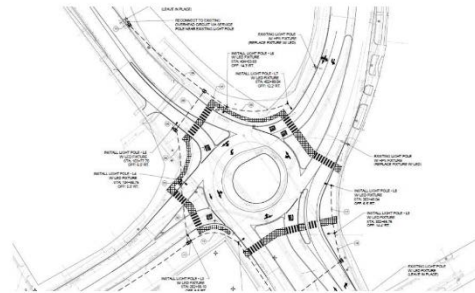


Figure 4: NEZ Area Two, which coincides with the LVT Project area.

LVT Roundabout

As part of the 2018 municipal bond program, the City of Fort Worth is designing a roundabout at the intersection of North and South Normandy Streets and Las Vegas Trail to improve traffic flow in the neighborhood. The roundabout will be a two lane to one lane roundabout with xeriscaping and street lighting. This location was identified in the Fort Worth Public Art Plan for the 2018 Bond Program as an impactful location for public art. In late 2020, artist Mark Reigelman was chosen by the Fort Worth Public Art Commission (FWPA) as the artist to create public art within the roundabout. According to the Fort Worth Public Art Commission, *this public art project will seek to embody hope and rejuvenation, be*

positive, and speak to new beginnings. There are no conceptual drawings available to the public at this time.



Figures 5: Location and design of the future LVT Roundabout at the intersection of Las Vegas Trail and Normandie Street.

IDEA RISE School

In 2019, IDEA Public Schools opened a neighborhood elementary (K-8) school in the LVT area at 3000 S. Cherry Lane. The school has 468 students currently enrolled. While not technically in the LVT project area, the establishment of the school has contributed to the revitalization within the neighborhood.

Notable Articles about LVT

Texas Christian University, Center for Urban Studies Report A Deficit of Care: Needs Assessment in the Las Vegas Trail Community of Fort Worth Texas, <https://urbanstudies.tcu.edu/las-vegas-trail-needs-assessment/>

Fort Worth Star Telegram Special Report Life on Las Vegas Trail: Drugs, guns, abuse – and a sliver of hope. <https://www.star-telegram.com/news/special-reports/article153979419.html>

Project Details

The revitalization plan should focus upon the following interrelated components and should also be considered as the outcomes that project partners want to see implement as part of this planning effort:

- 1.) Improving the economic conditions of the neighborhood to attract private investment;
- 2.) Improving the neighborhood physical conditions, particularly public infrastructures;
- 3.) Improving/enhancing housing opportunities and mix of land uses;
- 4.) Improving neighborhood conditions that relate to or cause criminal activity;
- 5.) Improving incomes and mobility of the residents; and
- 6.) Recommendations for policies (e.g., design guidelines, predatory lending policies), plans, ordinances (e.g., zoning), economic and financial incentives, and programs to transform the neighborhood.

The plan should build upon the considerable progress that Rise Community Center has already made in building consensus and revitalizing the neighborhood, since its beginning in October 2020. An important milestone in that progress is the organization’s recent submission of a petition, signed by a majority of commercial and multifamily property owners, and subsequent approval of a Las Vegas Trail PID.

The requested LVT Neighborhood Transformation Plan will have several interrelated components that need to come together to create an attractive, affordable, safe, and revitalized neighborhood.

Guiding Principles

The City and its project partners have established a set of principles to guide the planning effort and should be considered as non-negotiable during the planning effort:

1. **Engaged and Transparent Planning Process:** Promote transparency and inclusion by having extraordinary outreach and engagement with residents, property owners, apartment managers, partner agencies, and the LVT Rise Board (information included below) throughout the planning process. Ensure that the plan is economically feasible and practical by involving prospective developers in the planning process. A website and social media presence (including promo videos) with frequent updates in necessary.
2. **Enhance Neighborhood Conditions through Public Investment:** Use the establishment of a PID to develop a powerful strategy for public investment that will enhance the neighborhood and significantly improve aesthetics. Focus on creating a strong sense of place and unique neighborhood identity, which is currently missing from this neighborhood.
3. **Reduce Poverty through Housing Opportunities:** Look for opportunities to reduce concentrations of poverty by selectively redeveloping distressed properties, incentivizing reinvestment in existing properties, and promoting the development of mixed-income housing. Minimize the displacement of neighborhood residents while providing an appropriate plan for assistance to any households that must experience displacement. Maintain and improve the overall supply of decent, safe, and affordable housing.
4. **Guide Redevelopment through Design Guidelines:** Establish minimum guidelines and recommendations for design for future development and enhancements that redeveloping properties can implement to enhance the entire neighborhood.
5. **Invest in Neighborhood Residents:** Improve the quality of life for neighborhood residents by focusing on public safety, health and wellness, education, job training and placement, and other LVT Rise, Inc. priorities. Develop strategies to ensure that new Rise Community Center, a proposed Head Start facility, parks, and schools are coordinating to unify and support the neighborhood.

Desired Project Outcomes

The Las Vegas Trail Transformation Plan should be comprised of the following elements:

Neighborhood Plan (Physical Design Plan)

- Examination of existing conditions, assets, and relationships
- Identification of development/redevelopment opportunities, particularly public investments in open spaces, gateways, commercial development
- Identification of transportation and utility improvements necessary for transformation
- Additional plans around emerging neighborhood themes (arts and culture, youth empowerment, technology, and innovation) that also aligns with the priorities of LVTRise, Inc.
- Public realm planning for streets, public space, or other social infrastructure that promotes neighborly cohesion

- Street and streetscape/landscape design plan to improve multi-modal connections within the neighborhood and improve neighborhood character
- Develop plans for development of areas for placemaking, art, and retail opportunities
- Develop a plan for one or more outdoor, programmable public gathering and event space(s)/plaza(s) for neighborhood engagement

Housing Plan (Land Use & Housing Plan)

- Examination of existing housing data and residential development patterns
- Recommend locations for development and/or rehabilitation of mixed-income housing that promotes a racially equitable and inclusive neighborhood
- Housing market analysis to determine right mix of units, housing types, and income mix
- Recommendation for redevelopment of existing housing
- Recommendations to incorporate Crime Prevention Through Environmental Design (CPTED) principles to housing development
- Future land use plan based on neighborhood needs and market realities
- Market analysis for neighborhood retail and neighborhood housing that takes into consideration current area residents, employees, and commuters

People Plan

- Conduct a residential needs assessment to determine the resource gaps that are adversely impacting neighborhood health, quality of life, education, and economic mobility
- Development of key demographic factors for focus
- Development of goals and strategies to address health of neighborhood residents
- Development of goals and strategies to address and improve economic mobility of neighborhood residents
- Development of goals and strategies to address and improve education levels and educational performance of neighborhood residents
- Development of case management programs, partners, and strategies to ensure that neighborhood needs are addressed and are recognized through the development of other transformation plan elements

Public Safety Plan

- Analysis of public safety data, such as local and regional crime statistics
- Analysis of current efforts to control crime in the neighborhood, such as neighborhood policing patrols and surveillance cameras
- Identification of the key drivers and top locations of criminal activity in the neighborhood
- Development of a public safety plan for the neighborhood that can be implemented to decrease crime and significantly improve the feelings of safety among neighborhood residents

Implementation, Timeline, and Budget

- Provide a phasing plan for the implementation of all recommended actions
- Provide specific recommendations for incentives, policies, and programs to improve private investment in the neighborhood

- Provide a timeframe with recommendations for immediate implementation, 2-3 year, and 5-year time horizons
- Provide a list of any early action activities that make sense for immediate implementation
- Provide cost estimates and budgets for recommended capital expenditures
- Provide funding recommendations for capital expenditures

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/FWHFC staff and existing community groups including residents, small businesses, and institutions
 - d. Highly engaging and on-site 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. **Las Vegas Trail Transformation Plan**, as outlined herein;
 - a. Analysis and neighborhood understanding by quantitative and qualitative means; Sources may include data, interviews, source documents, existing plans and studies, neighborhood tours
 - b. Create a scope for annual review of the plan for the next 3-5 years
 - c. Preparation of plan concepts in accordance with ideas from the community and best practices. This will include a mid-point draft, final draft, and a final plan for approval
3. **Up to 6 technical and public presentations** to build informed consent and support to organizations/commissions that would adopt the plan such the Las Vegas Trail Neighborhood, the LVTRise, Inc. Board, City of Fort Worth City Council, and the Fort Worth Housing Finance Corporation Board.

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 neighborhood and civic leader 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
Council Member	Michael D. Crain
Assistant City Manager	Fernando Costa
Executive Director, LVTRise, Inc.	Willie Rankin
LVTRISE Board President & Assistant Criminal District Attorney	Ty Stimpson
Neighborhood Services Director	Victor Turner
Planning & Data Analytics Director	Mark McAvoy
Transportation & Public Works Director	William Johnson
Economic Development Director	Robert Sturns
Assistant Police Chief, FWPD	Robert Alldredge
Western Hills High School Principal	Keri Flores
IDEA Rise Principal	Kristin Olson
Fort Worth Housing Solutions Vice President	Brian Dennison
Local developer/investor	Michael Mallick
PID Representative & Business Owner, Moritz Chevrolet	Richy Harder
Pastor, Birchman Baptist Church	Bob Pearle*

Project Staff

Title	Name
Assistant Director, Neighborhood Services	Amy Connolly
Assistant Director, Planning & Data Analytics	Eric Fladager
Assistant Director, Transportation & Public Works	Lauren Prier
Assistant City Attorney	Jo Ann Pate
Business Development Coordinator, Economic Development	Martha Obermiller
Vice President, Development, Fort Worth Housing Solutions	Tyler Arbogast
West Side Commander, FWPD	Mark Barthen
LVT Neighborhood Policing Officer, FWPD	Richard Grinalds
Program Director, LVTRise, Inc.	Ashley Mortimer

Budget

The Parties anticipate that the cost to produce an appropriate neighborhood transformation plan could range from \$150,000 to \$200,000, including all travel and reimbursable expenses. The Fort Worth Housing Finance Corporation is anticipated to be the source of funds for the plan, as the plan would facilitate the provision of decent, safe, affordable housing in line with the FWHFC's mission. Any contract must be approved by the FWHFC board.

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 economic development, housing development, architecture, landscape architecture, urban design, streetscape design and implementation, and transportation design; and
- Proposer must have developed at least 2 neighborhood transformation plans for low-income neighborhoods in metropolitan areas with a population over 500,000.

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 experience in successfully delivering Transformation Plans that were implemented by the client	20
2	Project Team’s understanding of the proposed project as explained in their proposal and capacity to perform the submitted plan	20
3	Project Team members’ pertinent experience in: Physical Design/Urban Design (10) Community Economic Development (10) Housing & Social Planning (10)	30
4	Project Team ability to engage with the public and secure meaningful public input during the development of the plan	15
5	Project Team members’ experience in planning in neighborhoods with a significant public safety focus	10
6	Diversity of the multi-disciplinary team is representative of the transformation plan area	5

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 diversity of the transformation area. Please see the Las Vegas Trail Report attached to this RFQ as Attachment B.
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. Illustrated examples of urban design expertise for similar neighborhoods
 - b. Pertinent examples of ability to conduct transportation plans that calm traffic and make areas more pedestrian friendly
 - c. Pertinent examples of economic development strategies that resulted in significant re-investment and neighborhood redevelopment
 - d. Pertinent examples of executed plans (e.g., public realm, streetscapes, etc.) conducted in a similar climate
 - e. Ability to significantly engage with the public (particularly renters in multiple family complexes) and secure deep public input
 - f. Examples from other neighborhoods in which transformation plans were successfully implemented
 - g. Pertinent examples of transformation plans implemented in similar neighborhoods with a specific focus on public safety planning and public safety issues in dense urban areas
7. **References** provide a list of at least three municipal references for recent neighborhood planning projects. Cities of a similar size are preferred.

Selection

A panel comprised of members of the Project Management Team and Project Staff 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 FWHFC board authorization to enter into that contract.

Other Relevant City of Fort Worth Revitalization 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:

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 enforcement, 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. The 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>

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 FWHFC 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.

APPENDIX A: Template Vendor Services Agreement of Fort Worth Housing Finance Corporation

VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **Fort Worth Housing Finance Corporation** (“FWHFC”), a Texas Housing Finance Corporation, acting by and through its duly authorized Assistant General Manager, and **[INSERT LEGAL NAME OF THE PARTY]** (“Vendor”), a **[STATE REGISTERED AND TYPE OF COMPANY]** and 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.** **[SIMPLE DESCRIPTION OF SCOPE OF SERVICE]** (“Services”), which are set forth in more detail in Exhibit “A,” attached hereto and incorporated herein for all purposes.

2. **Term.** This Agreement begins on **[MONTH DAY, YEAR]** (“Effective Date”) and expires on **[MONTH DAY, YEAR]** (“Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). FWHFC will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to **[INSERT NUMBER OF RENEWALS]** one-year renewal option(s) (each a “Renewal Term”).

3. **Compensation.** FWHFC 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 **[SPELL OUT NUMERICAL VALUE OF COMPENSATION] Dollars (\$INSERT NUMERICAL VALUE OF COMPENSATION)**. Vendor will not perform any additional services or bill for expenses incurred for FWHFC not specified by this Agreement unless FWHFC requests and approves in writing the additional costs for such services. FWHFC will not be liable for any additional expenses of Vendor not specified by this Agreement unless FWHFC first approves such expenses in writing.

4. **Termination.**

4.1. **Written Notice.** FWHFC 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 FWHFC in any fiscal period for any payments due hereunder, FWHFC 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 FWHFC 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, FWHFC will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide FWHFC with services requested by FWHFC and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide FWHFC with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to FWHFC Information or data as a requirement to perform services hereunder, Vendor will return all FWHFC provided data to FWHFC in a machine readable format or other format deemed acceptable to FWHFC.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Vendor hereby warrants to FWHFC 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 FWHFC 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 FWHFC ("FWHFC Information") as confidential and will not disclose any such information to a third party without the prior written approval of FWHFC.

5.3 Public Information Act. FWHFC is a government entity under the laws of the State of Texas and all documents held or maintained by FWHFC are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, FWHFC 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 FWHFC, 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 FWHFC Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt FWHFC Information in any way. Vendor must notify FWHFC immediately if the security or integrity of any FWHFC 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 FWHFC in identifying what information has been accessed by unauthorized means and will fully cooperate with FWHFC to protect such FWHFC Information from further unauthorized disclosure.

6. **Right to Audit.** Vendor agrees that FWHFC 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 FWHFC. Vendor agrees that FWHFC 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. FWHFC will give Vendor reasonable advance notice of intended audits.

7. **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 FWHFC. 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 *respondeat superior* will not apply as between FWHFC, 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 FWHFC and Vendor. It is further understood that FWHFC 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 FWHFC. 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.

8. **Liability and Indemnification.**

8.1 **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.**

8.2 **GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND FWHFC, 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.**

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against FWHFC for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from FWHFC'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 FWHFC modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against FWHFC 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, FWHFC will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect FWHFC's interest, and FWHFC agrees to cooperate with Vendor in doing so. In the event FWHFC, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against FWHFC for infringement arising under this Agreement, FWHFC 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 FWHFC in defense of such claim or action. FWHFC agrees to give Vendor timely written notice of any such claim or action, with copies of all papers FWHFC may receive relating thereto. Notwithstanding the foregoing, FWHFC's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify FWHFC 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 FWHFC's sole remedy, either: (a) procure for FWHFC 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 FWHFC'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 FWHFC; or (d) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by FWHFC, subsequent to which termination FWHFC may seek any and all remedies available to FWHFC under law.

9. **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 FWHFC. If FWHFC grants consent to an assignment, the assignee will execute a written agreement with FWHFC 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 FWHFC 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 FWHFC with a fully executed copy of any such subcontract.

10. **Insurance.** Vendor must provide FWHFC 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**

(a) 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 FWHFC to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies must name FWHFC as an additional insured thereon, as its interests may appear. The term FWHFC 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 FWHFC.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to FWHFC. 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 FWHFC 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 FWHFC 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 FWHFC prior to Vendor proceeding with any work pursuant to this Agreement.

11. **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. If FWHFC

notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

12. **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 FWHFC AND HOLD FWHFC HARMLESS FROM SUCH CLAIM.**

13. **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 FWHFC:</p> <p>Fort Worth Housing Finance Corporation Attn: 200 Texas Street Fort Worth, TX 76102- Facsimile: (817) 392-</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To VENDOR:</p> <p>[INSERT NAME OF VENDOR/ENTITY] [VENDOR AUTHORIZED REP.], [TITLE] [STREET ADDRESS] [CITY, STATE AND ZIP] Facsimile: [INSERT FAX NUMBER]</p>
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14. **Solicitation of Employees.** Neither FWHFC 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.

15. **Governmental Powers.** It is understood and agreed that by execution of this Agreement, FWHFC does not waive or surrender any of its governmental powers or immunities.

16. **No Waiver.** The failure of FWHFC 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 FWHFC's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. **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.

18. **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.

19. **Force Majeure.** FWHFC 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 FWHFC in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Warranty of Services.** Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. FWHFC 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 FWHFC to Vendor for the nonconforming services.

25. **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 FWHFC, Vendor will provide FWHFC 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 FWHFC AND HOLD FWHFC HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR’S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** FWHFC, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

26. **Ownership of Work Product.** FWHFC 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, FWHFC 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 FWHFC 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 FWHFC 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 FWHFC may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of FWHFC.

27. **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.

28. **Change in Company Name or Ownership.** Vendor must notify FWHFC’s Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated FWHFC 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.

29. **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 FWHFC 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 FWHFC that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

30. **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.

31. **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.

32. **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.

33. **Entirety of Agreement.** This Agreement contains the entire understanding and agreement between FWHFC 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.

(signature page follows)

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

FWHFC:

<p>By: _____ Name: [INSERT NAME] Title: Assistant General Manager</p> <p>Date: _____, 20__</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: [INSERT NAME] Title: [INSERT TITLE]</p> <p>ATTEST:</p> <p>By: _____ Name: [INSERT NAME] Title: FWHFC Secretary</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: [INSERT NAME] Title: [INSERT TITLE]</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: [INSERT NAME] Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: Resolution: [INSERT M&C NUMBER OR N/A] Form 1295:[INSERT FORM NO. OR N/A]</p>
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VENDOR:

<p>[INSERT NAME OF VENDOR/ENTITY]</p> <p>By: _____ Name: [VENDOR AUTHORIZED REP.] Title: [TITLE]</p> <p>Date: [INSERT MONTH, DAY, AND YEAR]</p>

EXHIBIT A
SCOPE OF SERVICES

[INSERT SCOPE OF WORK]

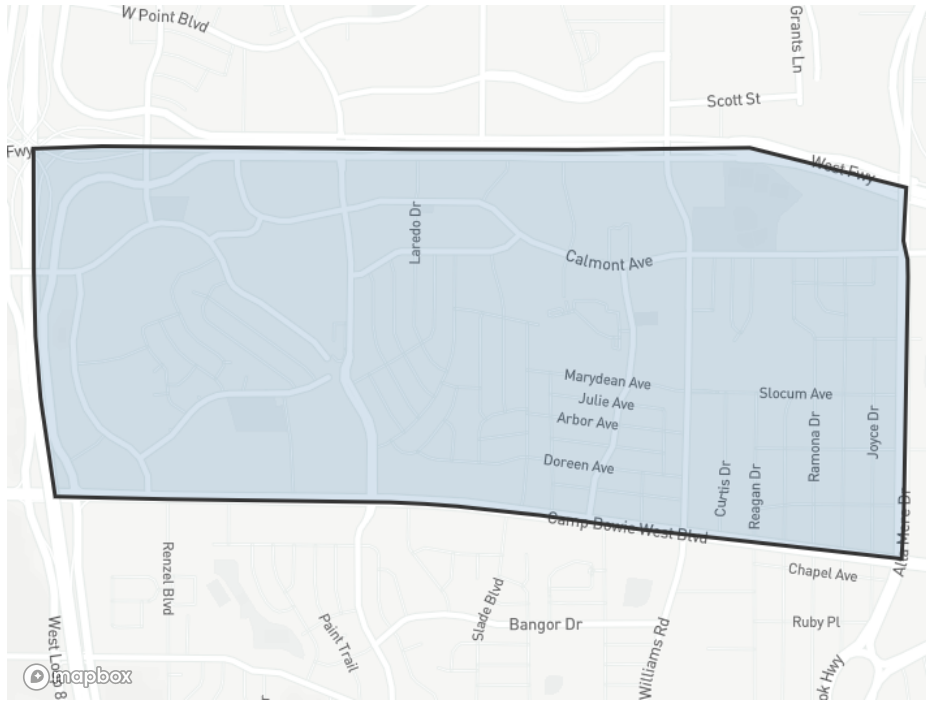
APPENDIX A: Template Vendor Service Agreements – FWHFC
FWHFC Contract No. [Click or tap here to enter text.](#)

EXHIBIT B
PAYMENT SCHEDULE

[INSERT PAYMENT SCHEDULE]

Appendix B: Las Vegas Trail Demographic Report

Las Vegas Trail Report



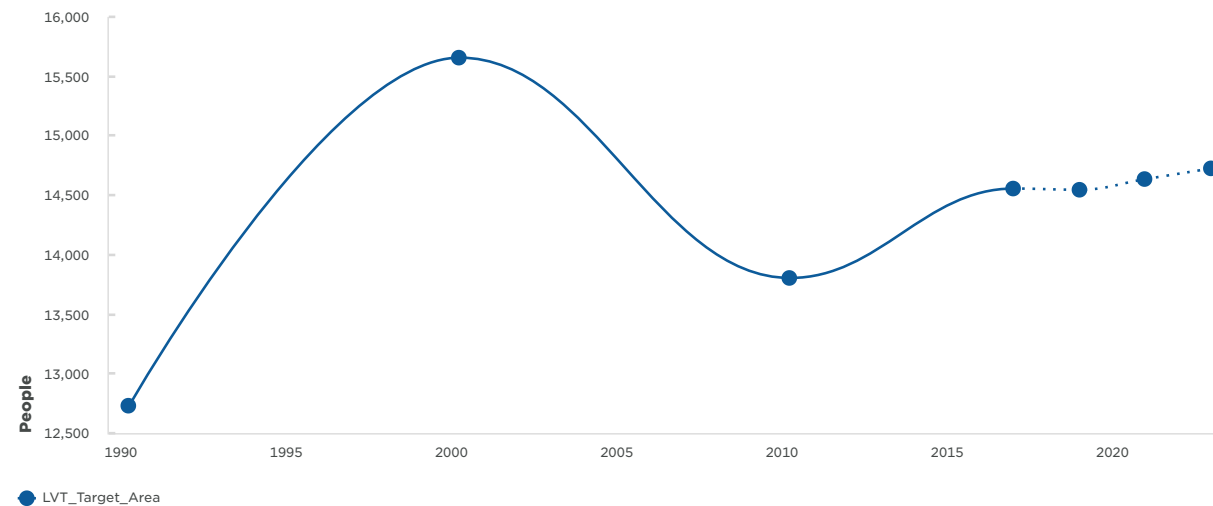
© Mapbox © OpenStreetMap

Population



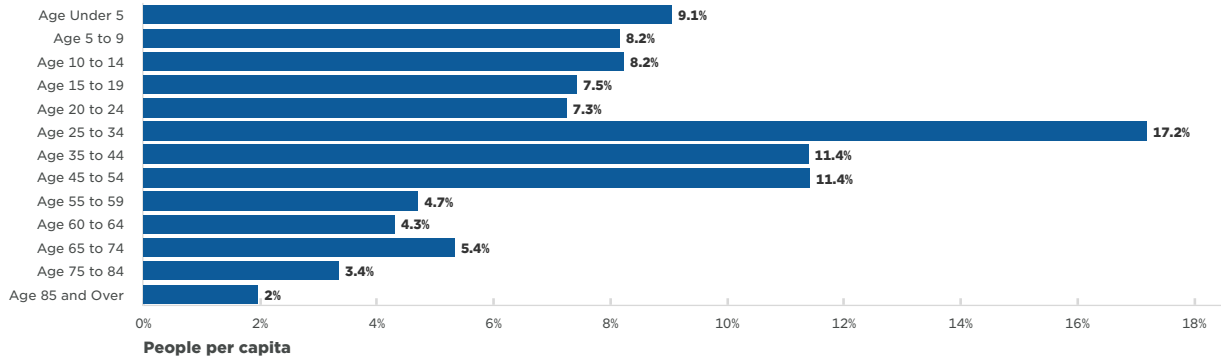
Sources: US Census ACS 5-year

Total Population



Sources: US Census 1990, 2000, 2010; US Census 2000; US Census 2010; US Census ACS 5-year

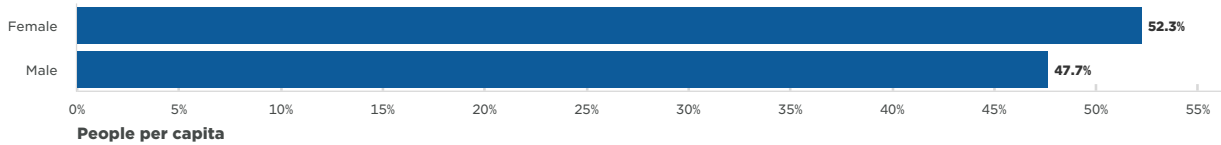
Age Totals



Zip Code 76104

Sources: US Census ACS 5-year

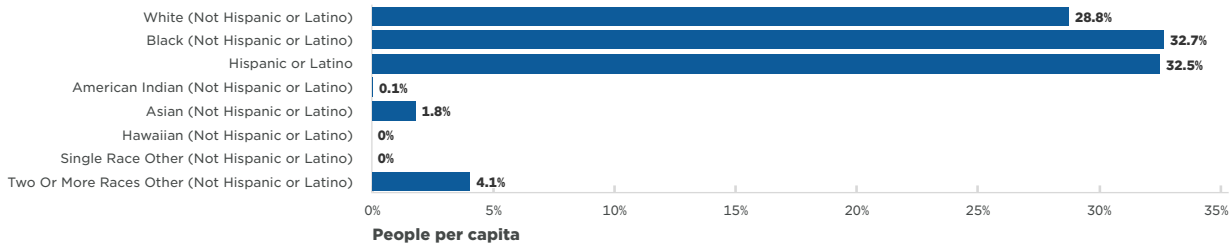
Sex



LVT_Target_Area

Sources: US Census ACS 5-year

Race/Ethnicity Totals



LVT_Target_Area

Sources: US Census ACS 5-year



5.63%

Educational Attainment: Less than 9th Grade per capita under 25
LVT_Target_Area

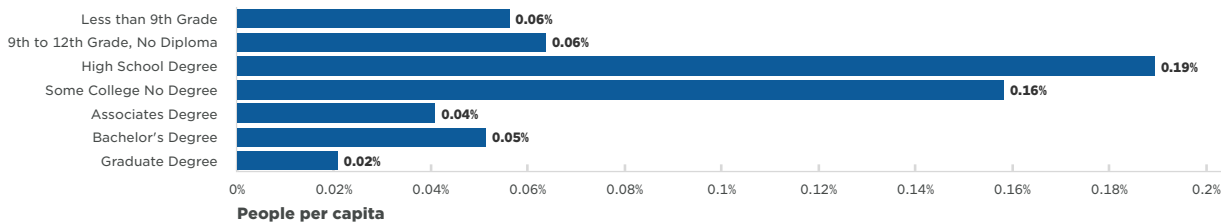


6.38%

Educational Attainment: 9th to 12th Grade, No Diploma per capita under 25
LVT_Target_Area

Sources: US Census ACS 5-year

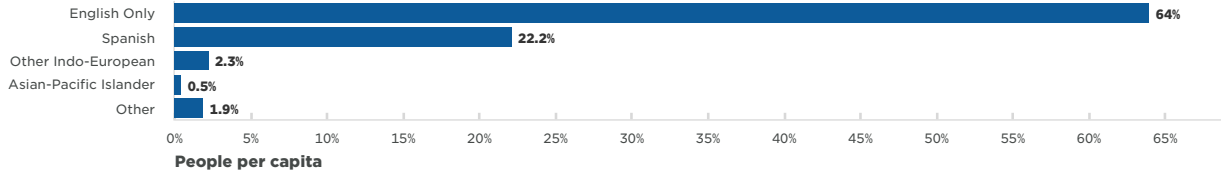
Educational Attainment



LVT_Target_Area

Sources: US Census ACS 5-year

Language Spoken at Home

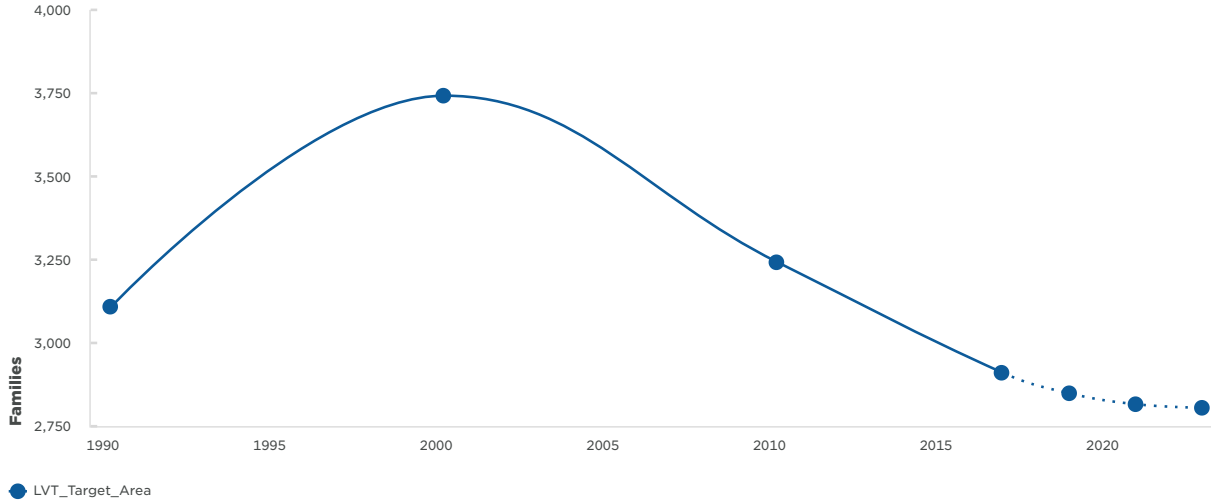


LVT_Target_Area

Sources: US Census ACS 5-year

Families and Households

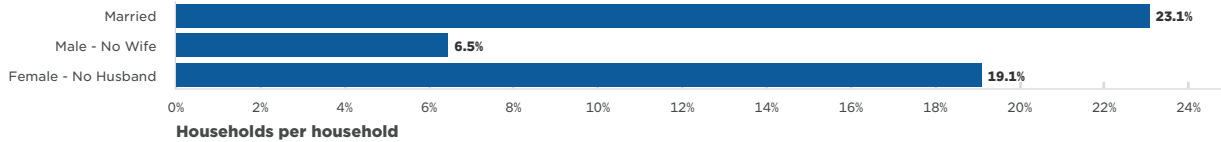
Total Families



LVT_Target_Area

Sources: US Census 1990, 2000, 2010; US Census ACS 5-year

Family Status



LVT_Target_Area

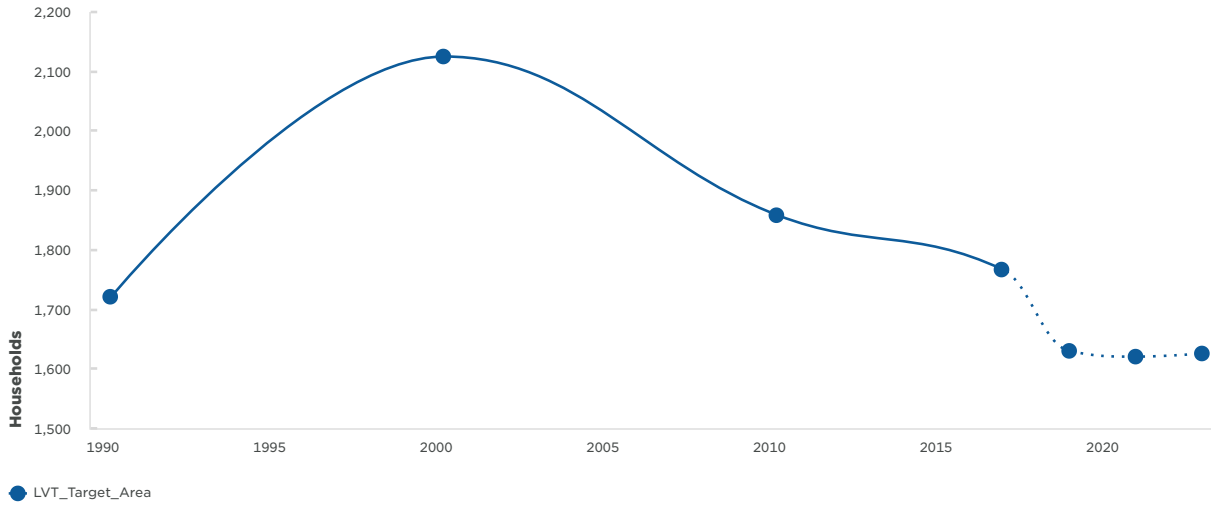
Sources: US Census ACS 5-year

Families and Children

LVT_Target_Area	
Total Families	2,910.5 Families
Child Dependency Ratio	41.9%
Population Under Age 18 (Children)	4,102.5 People

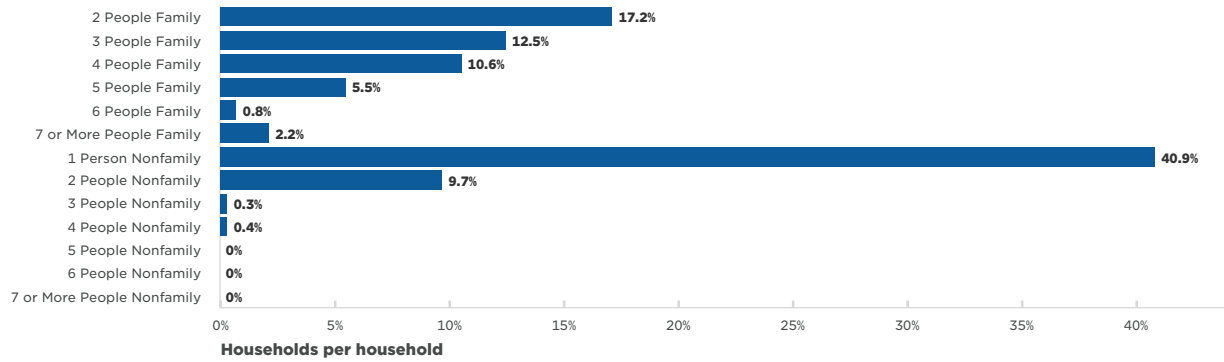
Sources: US Census ACS 5-year

Families with Related Children



Sources: US Census 1990, 2000, 2010; US Census ACS 5-year

Household Size



Sources: US Census ACS 5-year

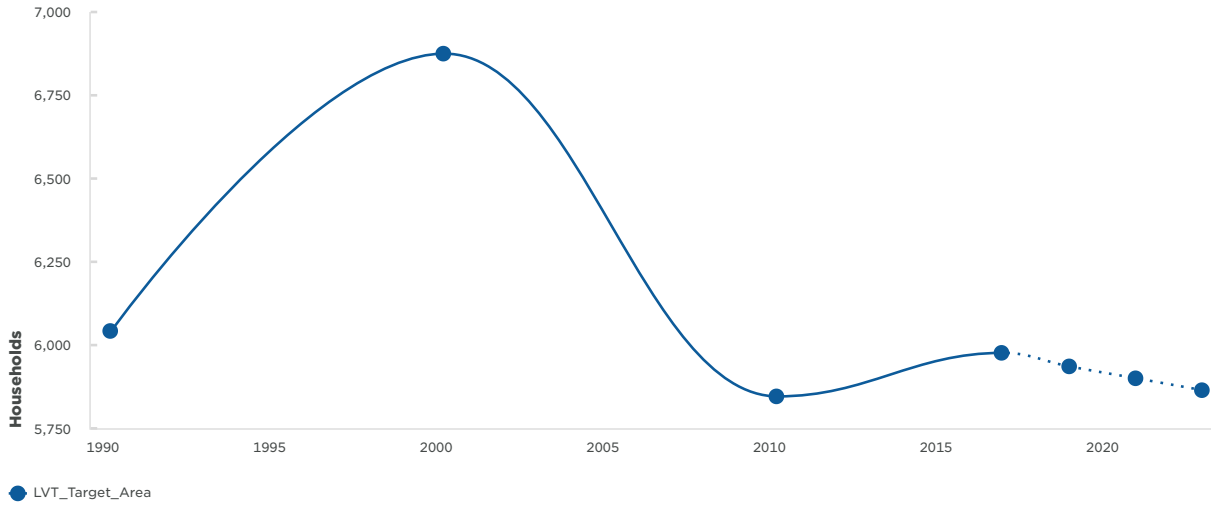
Housing

LVT_Target_Area

Overcrowded Housing Units	302.1 Housing units
Household Density	6.5 Households per acre
Median Home Rent	\$803 USD
Total Occupied Housing Units	5,971.2 Housing units
Total Owner Occupied Housing Units	737.8 Housing units
Total Renter Occupied Housing Units	5,234.7 Occupied housing units
Housing Units Without Complete Plumbing	23 Housing units
Housing Units Without Complete Kitchen Facilities	116 Housing units

Sources: US Census ACS 5-year

Total Households



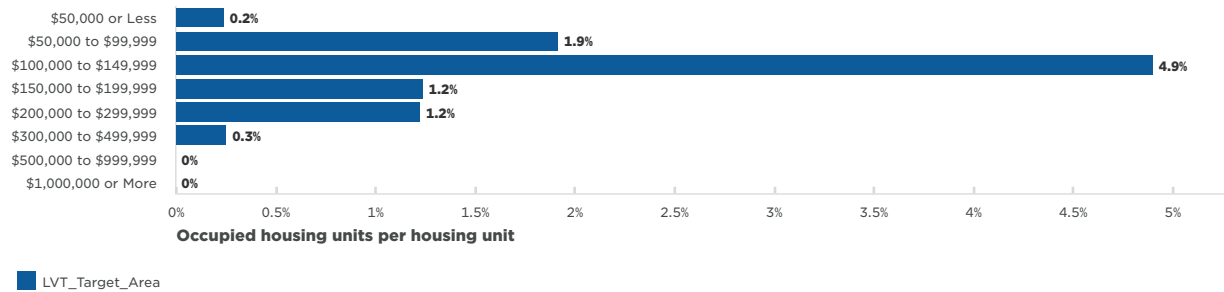
Sources: US Census 1990, 2000, 2010; US Census 2000; US Census 2010; US Census ACS 5-year

Owner vs Renter Occupied



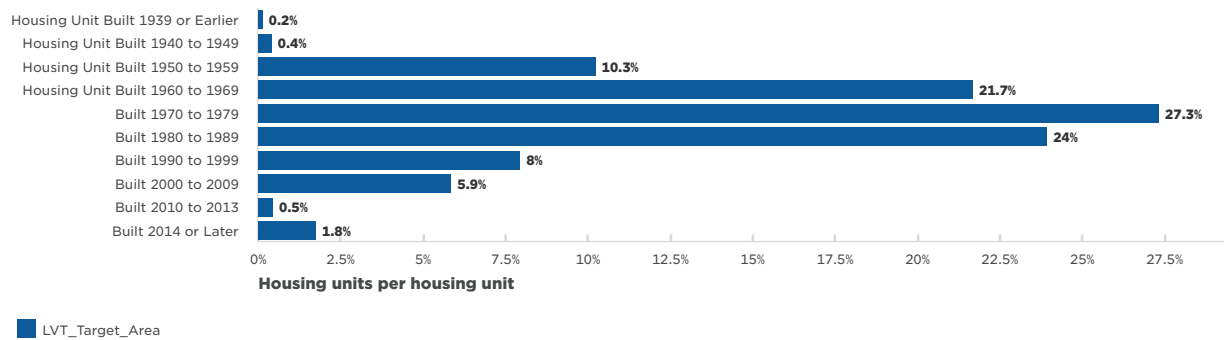
Sources: US Census ACS 5-year

Home Value



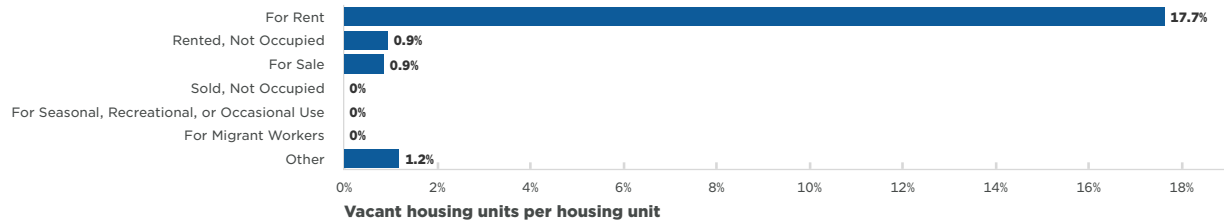
Sources: US Census ACS 5-year

Building Age of Housing Units



Sources: US Census ACS 5-year

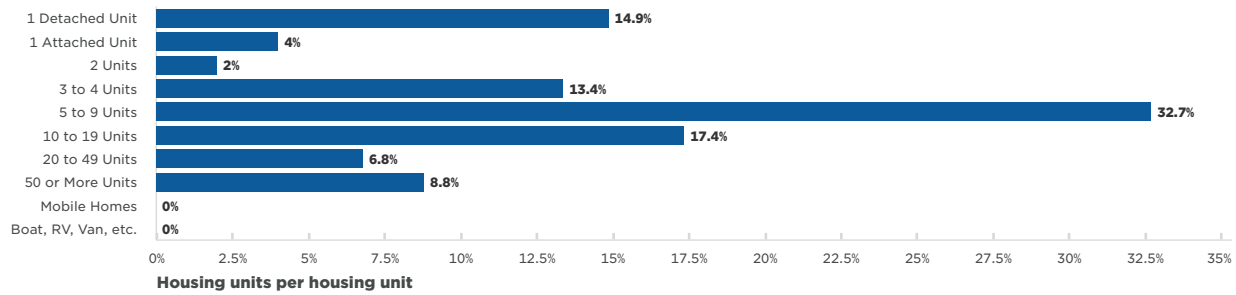
Vacancy Status



LVT_Target_Area

Sources: US Census ACS 5-year

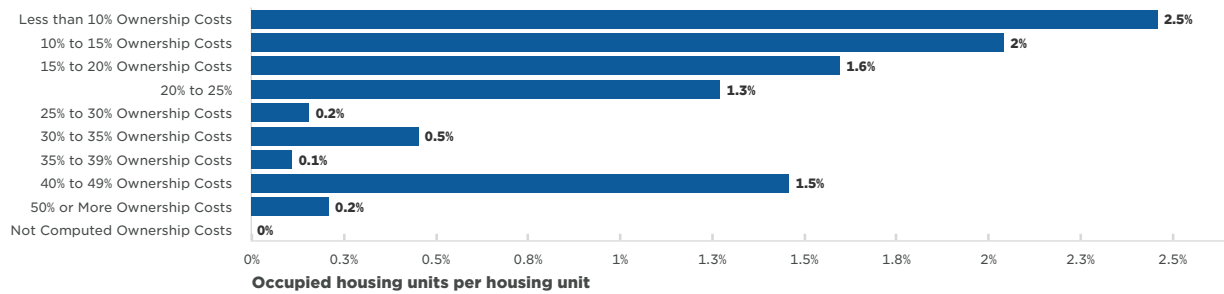
Units in Structure



LVT_Target_Area

Sources: US Census ACS 5-year

Selected Monthly Ownership Costs as a Percentage of Income



LVT_Target_Area

Sources: US Census ACS 5-year

Income, Employment, and Poverty

LVT_Target_Area

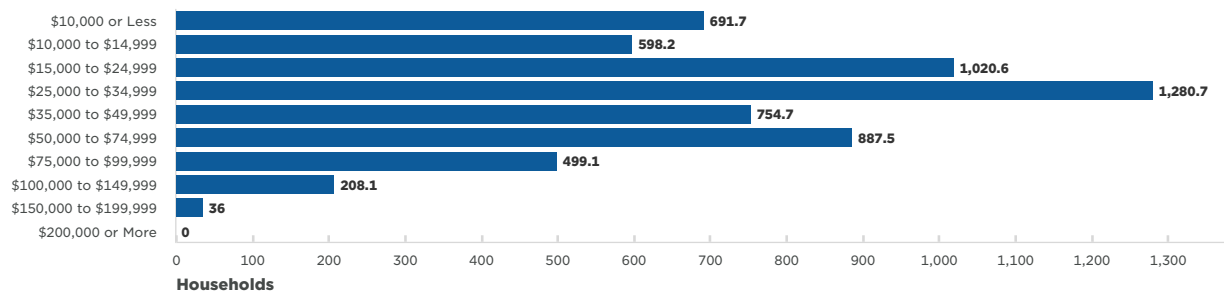
USD

Median Household Income

\$32,316

Sources: US Census ACS 5-year

Household Income



LVT_Target_Area

Sources: US Census ACS 5-year

LVT_Target_Area

People

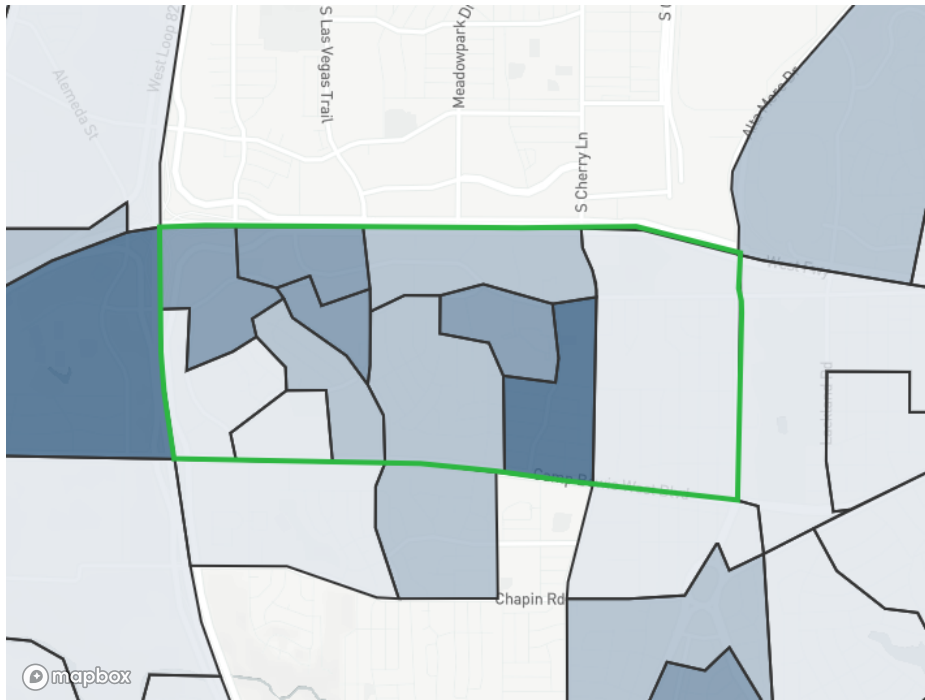
Total Unemployed

752.9

Working Population Age 16 and Over

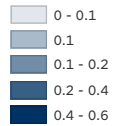
6,581.3

Sources: US Census ACS 5-year

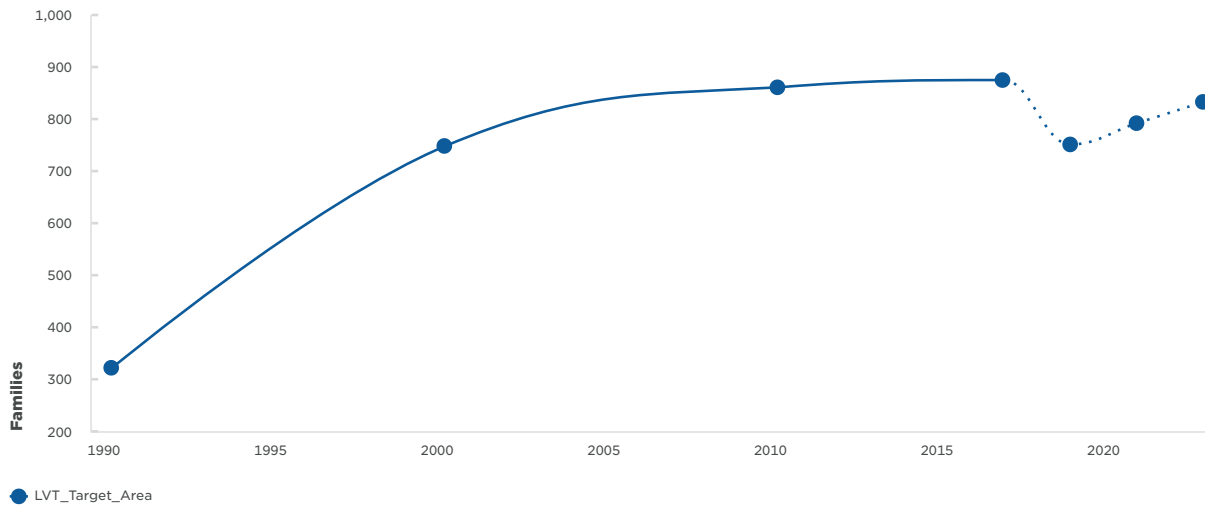


LVT_Target_Area

Families Below Poverty Level per household

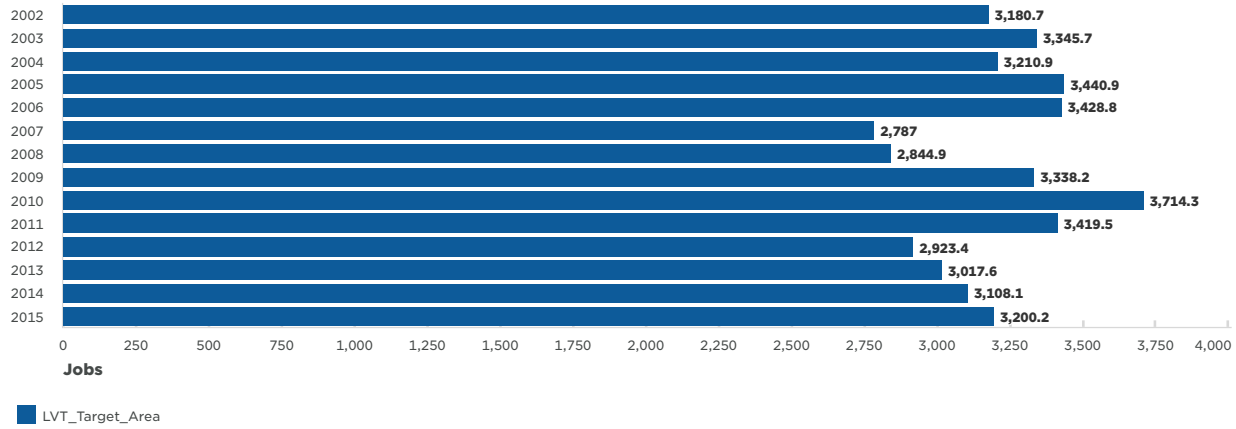


Families Below Poverty Level



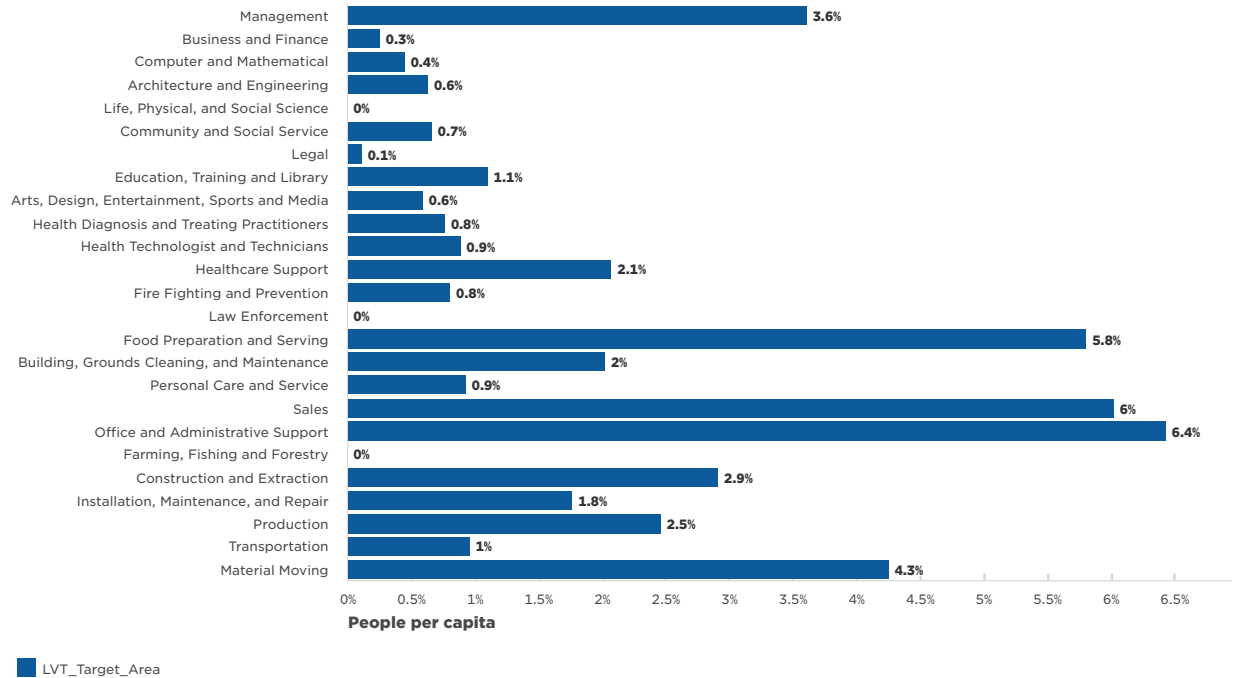
Sources: US Census 1990, 2000, 2010; US Census ACS 5-year

Number of Jobs



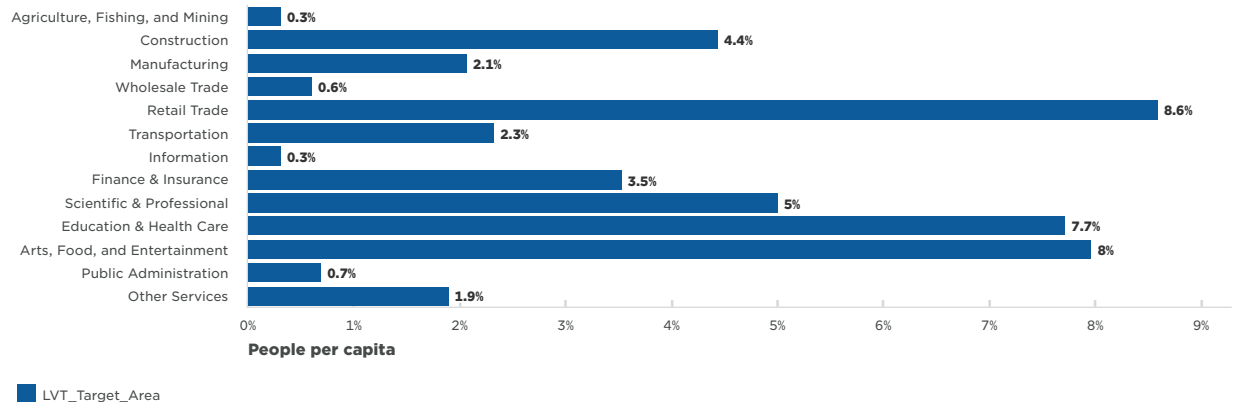
Sources: US Census LEHD, LODES, QCEW

Civilian Employment by Occupation



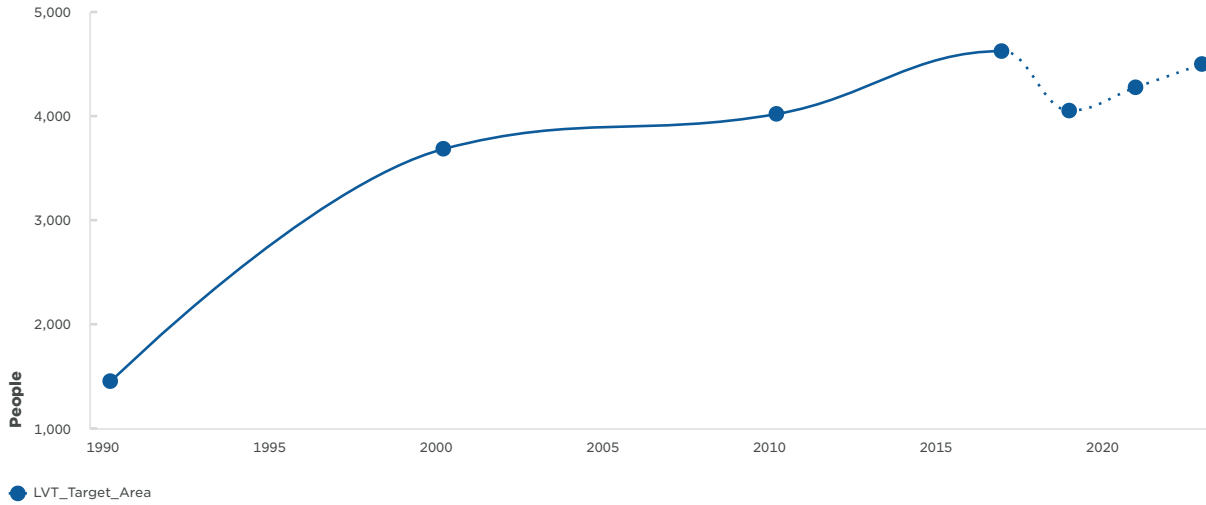
Sources: US Census ACS 5-year

Employment Industry by Home Location



Sources: US Census ACS 5-year

People Below Poverty Level

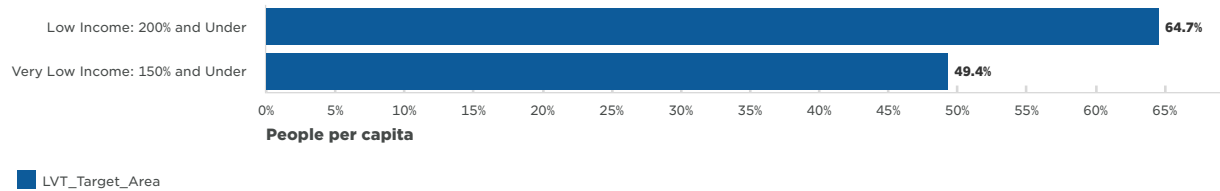


Sources: US Census 1990, 2000, 2010; US Census ACS 5-year

LVT_Target_Area	Families
Families Below Poverty Level	875
Total Families	2,910.5

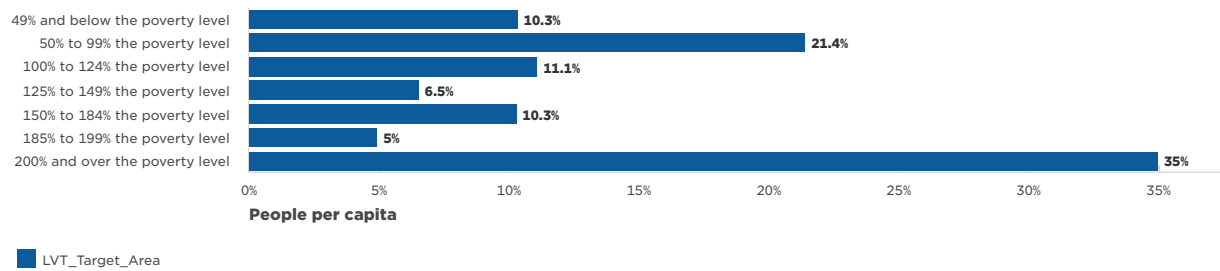
Sources: US Census ACS 5-year

Low and Very Low Income Persons



Sources: US Census ACS 5-year

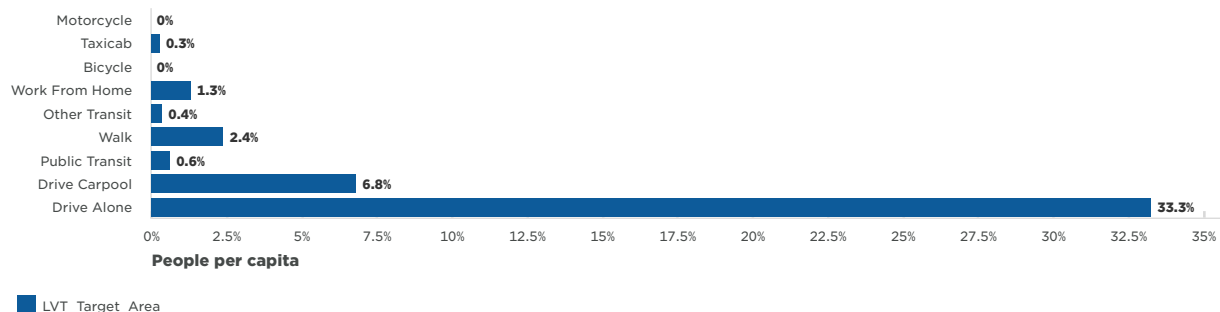
Income to Poverty Ratio



Sources: US Census ACS 5-year

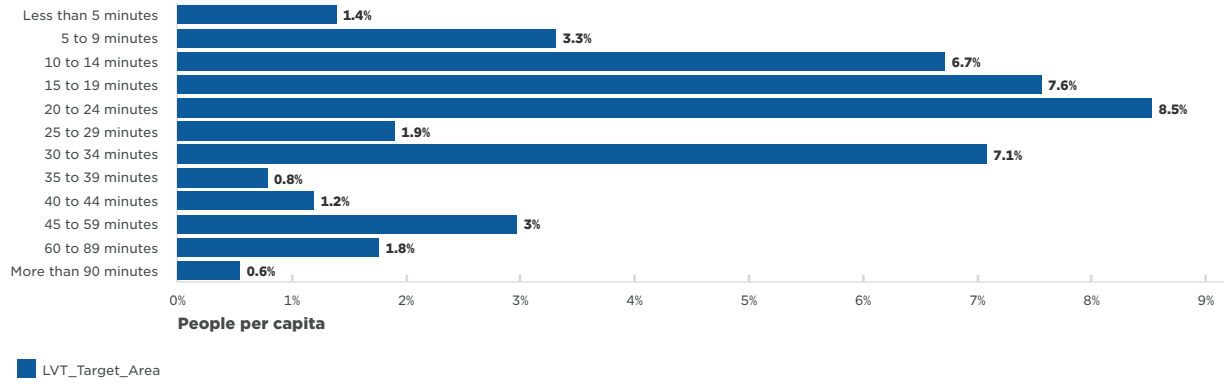
Mobility

Commute Type



Sources: US Census ACS 5-year

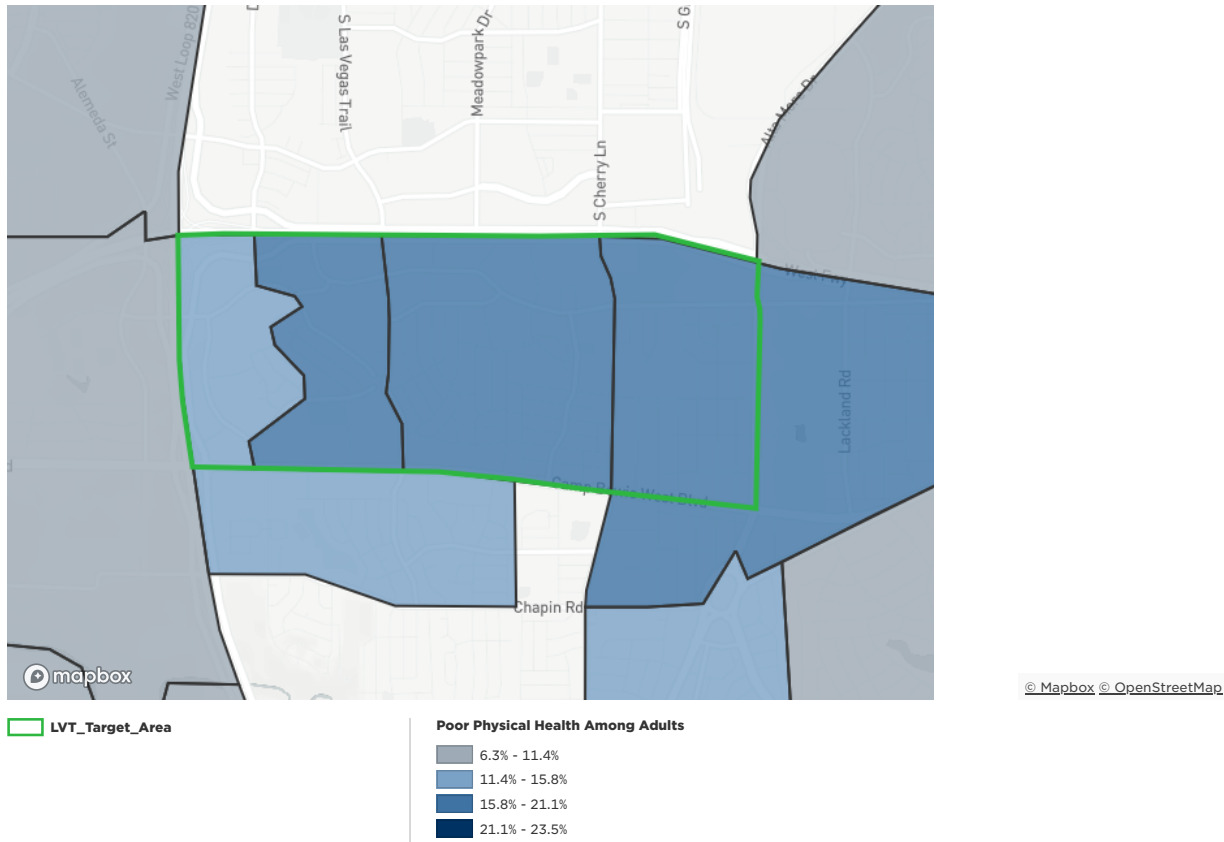
Travel Time to Work



Sources: US Census ACS 5-year

Health / Local Environment

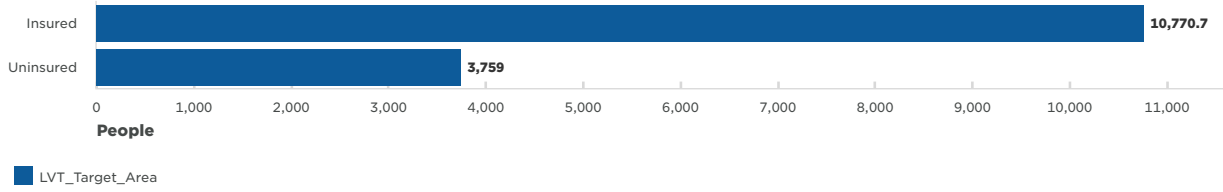
Percent of Adults in Poor Physical Health



LVT_Target_Area	People
Primary Care Physicians	No data
Number of Dentists	No data
Specialist Physicians	No data
OB-GYNs	No data
Obesity Among Adults - 2014	No data

Sources: HRSA PCSA 2010; CDC, BRFSS

Health Insurance Coverage



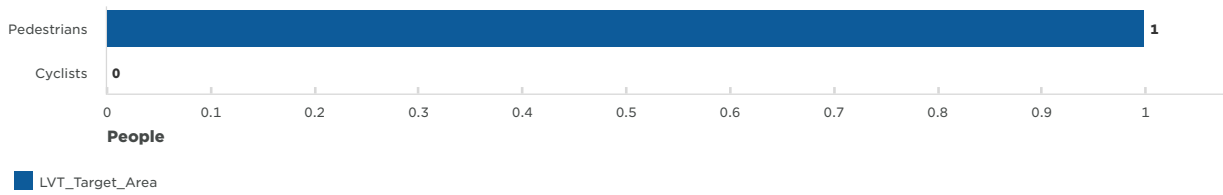
Sources: US Census ACS 5-year

1
People
Motor Vehicle Crash Fatalities 2016
LVT_Target_Area

14.3
Walkability Index
LVT_Target_Area

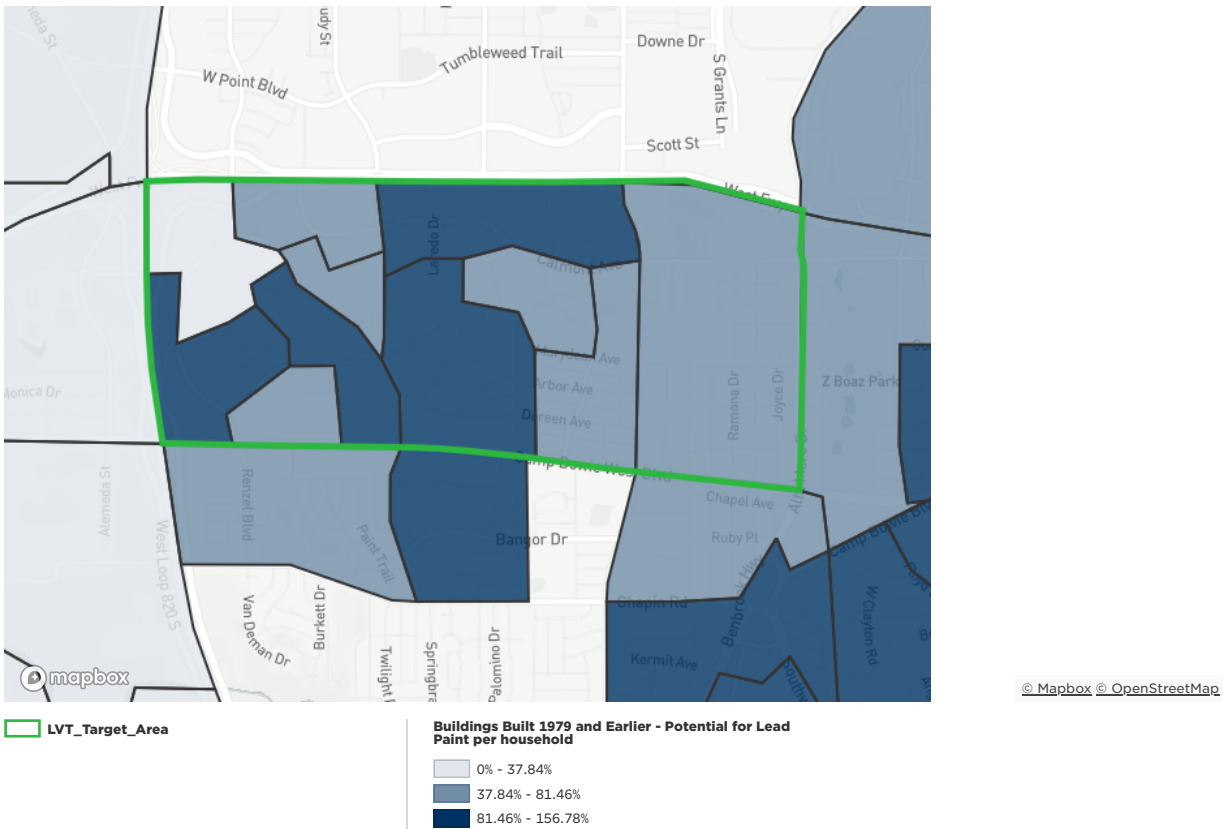
Sources: NHTSA FARS; EPA

Motor Vehicle Crash Non-Occupant Fatalities



Sources: NHTSA FARS

Buildings Built 1979 and Earlier - Potential for Lead Paint



0.5
Air Quality: Respiratory Hazard Index
LVT_Target_Area

33
Individual risk per million people
Air Quality: Individual Lifetime Cancer Risk
LVT_Target_Area

Sources: EPA NATA

The Local Environment

People who live or work in proximity to toxins such as diesel particulate matter or hazardous waste are at greater risk of adverse health outcomes, such as asthma or having cancer in their lifetimes. Monitoring the level and proximity of high risk toxins and sites in your community can help identify populations at higher risk or greater need for community health policies or resources.

The table below is constructed with data from the EPA Environmental Justice Screening program, which draws from several national surveys and databases.

U.S. EPA Environmental Indicators

LVT_Target_Area	
Diesel Particulate Matter Level in Air	0.43 Micrograms per cubic meter
Proximity to Major Direct Water Dischargers	0 Number of sites per kilometer from the average person
Proximity to National Priorities List Sites	0.2 Number of sites per kilometer from the average person
Proximity to Risk Management Plan Sites	0.1 Number of sites per kilometer from the average person
Proximity to Treatment Storage and Disposal Facilities	0.3 Number of sites per kilometer from the average person

Sources: EPA

Diesel Particulate Matter Level: The EPA constructed the diesel particulate matter level indicator using data from the EPA National Air Toxics Assessment. The indicator values are in terms of $\mu\text{g}/\text{m}^3$.

Proximity to Major Direct Water Dischargers: Proximity to major direct water dischargers is measured as the count of major direct discharger facilities within 5 km, divided by distance, presented as population-weighted averages of blocks in each block group.

Proximity to National Priorities List Sites (NPL): Proximity to national priorities list sites is measured as the count of sites proposed and listed on the NPL, each represented by a point on the map (latitude/longitude coordinate), within 5 km of the average resident in a block group, divided by distance, calculated as the population-weighted average of blocks in each block group.

Proximity to Risk Management Plan Sites (RMP): Proximity to risk management plan sites is measured as the count of RMP facilities within 5 km, divided by distance, presented as population-weighted averages of blocks in each block group. RMP facilities are those facilities required by the Clean Air Act (CAA) to file risk management plans. The regulations under CAA section 112(r) establish a List of Regulated Substances—72 substances listed because of their high acute toxicity and 60 because of their flammable or explosive potential—along with threshold quantities (TQs) for each. The listed substances are those that pose the greatest risk of harm from accidental releases. If a facility maintains a quantity of any such chemical above those TQs, it must file an RMP with the EPA.

Proximity to Treatment Storage and Disposal Facilities (TSDF): Proximity to treatment, storage, and disposal facilities is measured as the count of all commercial TSDF facilities within 5 km, divided by distance, presented as population-weighted averages of blocks in each block group. The Resource Conservation and Recovery Act (RCRA), an amendment to the Solid Waste Disposal Act, was enacted in 1976 to address the growing volumes of municipal and industrial solid waste generated nationwide. RCRA Subtitle C establishes a federal program to manage hazardous wastes from “cradle to grave,” or from generation to disposal, to ensure that hazardous waste is managed in a manner that protects human health and the environment.



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