



Request for Proposal (RFP) **Utility Allowance Consulting**

A project of:

Neighborhood Services Department

City of Fort Worth, Texas

Schedule

Date	Action
June 15, 2023	RFP Distribution begins
July 6, 2023	Questions and requests for clarification regarding RFP due. All questions submitted via email to Amy.Connolly@fortworthtexas.gov
July 7, 2023	Addenda issued, if needed
July 14, 2023	RFP Submittal Deadline
July 15-31, 2023	Review of Proposals; <i>Potential interviews if deemed necessary by the evaluation panel, in its sole discretion</i>
August 1, 2023	Preferred Firm Notified/Contract Negotiations Begin
September 1, 2023	Contract Signed

Table of Contents

Schedule.....	1
Proposal Requirements and General Rules	2
Response Deadline and Project Timelines.....	3
Introduction and Background	3
Expectations of consultant.....	3
Project Details.....	4
Desired Project Outcomes	5
Anticipated Deliverables	5
Project Staff.....	5
Budget	5
Minimum Qualifications and Evaluation Criteria.....	6
Submission Requirements	6
Selection.....	7
Miscellaneous	7
Public Information.....	7
APPENDIX A: PROFESSIONAL SERVICES CONTRACT.....	8
APPENDIX B: PROPOSAL FEE SHEET – SUBMIT WITH PROPOSAL.....	19

Proposal 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 proposals 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 Proposals shall be no longer than 20 pages and shall include the information requested herein. The evaluation committee will not review any pages after the 20th page of the proposal.

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

City reserves the right to revise or amend the RFP 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 RFP. Copies of any such addendum will be posted to the City website at <https://www.fortworthtexas.gov/departments/neighborhoods> (see far right column). 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 July 7, 2023.

City reserves the right to reject any and all Proposals. Execution of a contract will be contingent upon board 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 RFP.

Proposers are specifically directed not to contact any Fort Worth City Council Members, project leaders or staff, or City of Fort Worth or Neighborhood Services staff for additional information, questions, meetings, conferences, or technical discussions that are related to this RFP, except as specifically allowed in this RFP. 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 RFP. Proposals 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 Proposal 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 RFP must be directed to Amy Connolly, Assistant Director of Neighborhood Services, prior to 11:59 pm CST on the date as shown on the front page of this RFP; any questions or requests for clarification received after that date will not be processed or receive a response.

Proposals and any questions/requests for clarification are to be emailed and clearly marked in the subject line "Question regarding proposals to perform Utility Allowance Analysis" for all questions/requests for clarification, and "Request for Utility Allowance Analysis Proposal" for proposal submission to: **Amy.Connolly@fortworthtexas.gov**.

It is intended that the winning proposal will be selected by August 1, 2023; however, City reserves the right to make its selection at any time.

Introduction and Background

The City of Fort Worth Neighborhood Services is seeking proposals from private consulting firm to create Utility Allowances for HOME Investment Partnership ("HOME") funded properties within the City of Fort Worth and following U.S. Housing & Urban Development ("HUD") and Texas Department of Housing and Community Affairs ("TDHCA") specifications and regulations.

Expectations of consultant

1. Track the deadlines for Utility Allowance Reports required by HUD and TDHCA for each identified apartment complex;
2. Develop a methodology and standards for gathering apartment complex Utility Allowances on behalf of the City on an annual basis and providing the reviews; options include Excel Spreadsheet, electronic "form", Neighborly Module (Neighborhood Services software), or other;
3. Manage communications with apartment complex ownership, For example:

- a. Send requests for Utility Allowance Reports and related information and ensure that data is submitted on time
- b. Coordinate completion of the report & allow feedback and input from the apartment complex on the draft UA analysis
- c. Coordinate communications between City and apartment complexes regarding any feedback or requested changes to the Utility Allowance Reports
- d. Provide final copy of the annual Utility Allowance report to the apartment complexes;
4. Develop an approach and format for reviewing and approving Utility Allowances that follows both a HUD “Acceptable Method” [see HUD Exchange.info and HOME Fires] and TDHCA
5. Seek approval from the City on the approach and format before proceeding to begin conducting Utility Allowance Analysis;
6. Develop a City of Fort Worth Utility Allowance Policy, following all HUD and TDHCA guidelines, that will guide the review of UAs and provide a method of appeal of an apartment complex disagrees with City findings;
7. Develop a written Utility Allowance Analysis reports for each apartment complex to be reviewed and approved by the City of Fort Worth Neighborhood Services Staff well within the deadlines set by both TDHCA and HUD; and
8. Advise the City of Fort Worth staff regarding compliance with utility allowances, reporting discrepancies, issues gathering data from apartment complexes, and other compliance related issues

Project Details

1. The contract will be for three years with two annual renewals available.
2. The City of Fort Worth currently has 12 properties that have received HOME funds and must report Utility Allowances annually.

COMPLEX	ADDRESS	DEVELOPER	HOME FUNDING
Landings at Marine Creek (Decatur/Angle)	4250 Old Decatur Rd Fort Worth 76106	NRP	\$1,000,000.00
Reserve @ Quebec	6655 Calgary Ln., Fort Worth, TX 76135	PIVOTAL	\$3,500,000.00
Columbia @ Renaissance Phase I	3801 W.D. Daniels	Columbia Renaissance	\$1,200,000.00
Broadmoor at Western Hills	2900 Broadmoor	NRP	\$559,481.00
Mistletoe Station	1916 Mistletoe Blvd	Sagebrook Development	\$1,056,000.00
Everly Plaza	1801 8th Avenue	Everly Plaza, LLC	\$1,000,000.00
Palladium Fain	4001 Fain Street	Palladium Fain St, LTD	\$800,000.00
Columbia @ Renaissance Phase II	2801 Moresby Street, 76119	Columbia Renaissance	\$1,800,000.00
Sphinx @ Sierra Vista	2942 South Riverside, 76119	Riverside Senior Investment, LP	\$1,100,000.00
Cowan Place	5400 E Rosedale	FW Cowan Place, LP	\$500,000.00
Hughes House	4908 E Rosedale	FW Hughes House, LP	\$1,000,000.00
Quail Trail	4444 Quail Trail	New Leaf	\$500,000.00

3. The City anticipates that we will add approximately 5 additional HOME funded developments over the next 3 years and this should be anticipated in the proposals submitted by the consultant.

Desired Project Outcomes

1. An adopted policy for the evaluation and approval of Utility Allowances by the City of Fort Worth;
2. An annual transparent process for submitting and the review and approval of Utility Allowances
3. Full compliance with HUD and TDHCA guidelines for Utility Allowance reviews
4. Turn-key project that minimizes City staff time on the process of approving Utility Allowances

Anticipated Deliverables

1. Policy for the Evaluation and Approval of Utility Allowances
2. Annual Utility Allowance Reports, ready for approval and signature, for each apartment property required to report Utility Allowances

Project Staff

Title	Name
Assistant Director, Neighborhood Services	Amy Connolly
Housing Manager	Chad LaRoque
Senior Compliance Specialist	Charletta Moaning
Planning Manager	Sharon Burkley
Management Analyst	Lori Dickinson

Budget

Neighborhood Services Department has set aside approximately \$50,000 per year to fund the Utility Allowance effort. Should the cost for analysis by a single consultant within a calendar year exceed \$50,000, then Council approval will be required. It is our goal to keep the costs of this program well below \$50,000.

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 20-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 have expertise either conducting or reviewing Utility Allowances and federal funds compliance requirements relating to Utility Allowances;

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	Proposer's experience in successfully delivering Utility Allowance Reviews and Reports or similar compliance related work	50
2	Proposer's understanding of the proposed project as explained in their proposal and capacity to perform the work	30
3	Proposer's estimated fees, as shown on Appendix B: Proposal Fee Sheet	20

Submission Requirements

The statement of qualifications shall be no longer than 20 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 20 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. **Proposal fee sheet provided in Appendix B**
4. **Project Understanding** – as explained in the RFP explain your team's understanding of project and your team's unique approach
5. **Description of Project Team** - Specific requirements include the following:
 - a. Narrative describing the roles, responsibilities, depth of experience
 - 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.
6. **Organizational Chart or Diagram** - outlining the composition of the team.
7. **Description of Experience** -- Demonstrate the capacity to complete the project within the time frame specified and show the work the consultant has completed utilizing prior pertinent examples of past projects
8. **References** provide a list of at least three municipal references for recent HUD or TDHCA compliance related projects. Cities of a similar size are preferred but not required.

Selection

A panel comprised of members of the Project Staff will evaluate the proposals 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.

Miscellaneous

Public Information

All material submitted in response to this RFP 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 proposals 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: PROFESSIONAL SERVICES CONTRACT

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 subcontractors.

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.], <u>[TITLE]</u> [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.

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

CITY:

<p>By: _____ Name: [INSERT NAME] Title: Assistant City 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

SCOPE OF SERVICES

[INSERT SCOPE OF WORK]

EXHIBIT

PAYMENT SCHEDULE

[INSERT PAYMENT SCHEDULE]

APPENDIX B: PROPOSAL FEE SHEET – SUBMIT WITH PROPOSAL

Company Name:

	YEAR 1	YEAR 2	YEAR 3
DIRECT COSTS			
Direct Labor (Personnel)			
Equipment			
Supplies & Material			
Travel and Per Diem			
Subcontractors or Consultants			
Fuel and Oil			
Other: (copying, phone)			
INDIRECT COSTS			
Overhead			
General & Administrative Expenses			
TOTALS			
TOTAL ANNUAL FEE			
ESTIMATED FEE PER UNIT			