

DATE ISSUED: Friday, May 26, 2023

SOLICITATION/PROJECT NO: 104893

QUESTIONS DUE FROM PROPOSERS BY:

Friday, June 2, 2023, 12:00 P.M. Central Time

MAIL HARD COPIES TO:

City of Fort Worth

Purchasing Division

200 Texas Street

Fort Worth, Texas 76102

RESPONSE TO QUESTIONS AVAILABLE:

Monday, June 5, 2023, 12:00 P.M. Central Time

PROPOSAL DUE BY:

Thursday, June 29, 2023, 1:30 P.M. Central Time

FORMAT: One (1) original and Nine (9) copies

One (1) electronic in PDF Format on USB.

TENTATIVE INTERVIEW DATES:

Thursday, July 27, 2023

Send Questions to:

Kelly Porter, AICP

Assistant Director,

Transportation and Public Works Department

Regional Transportation and Innovation Division

EMAIL: kelly.porter@fortworthtexas.gov

Proposals will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;

Names of responsive firms will be opened publicly

and read aloud at 2:00 PM Central Time in the City Council Chambers.

REQUEST FOR PROPOSAL (PART 1)

The City of Fort Worth (City) invites firms to participate in this Request for Proposal (RFP) to establish a Transportation Data Platform Software per the specifications in Part 2, Scope of Work.

1.0 **SUBMISSION OF PROPOSALS**

1.1 One (1) signed original, nine (9) copies, and one (1) USB flash drive containing electronic versions of all Proposal documents must be submitted in a sealed package. Failure to submit a signed original and a USB flash drive containing all proposal documents will deem the bid as non-responsive. Consultant's name, address and bid number should be marked on the outside of the package. Facsimile or electronic transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

1.2 Mail or Deliver Responses to the Following Address:

City of Fort Worth
Purchasing Division
RFP #104893
Transportation
Data Platform
200 Texas Street, Lower Level
City Hall, Fort Worth, Texas, 76102

2.0 **DELIVERY OF PROPOSALS**

2.1 Proposals must be received in the City's Purchasing Division no later than the submission deadline. The submitting Consultant is responsible for the means of on-time delivery of the proposal to the location listed in paragraph 1.2. Delays due to any instrumentality used to transmit the Proposals, including delay occasioned by the Consultant or the City's internal mailing system, will be the responsibility of the Consultant. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City's Purchasing Division is the official clock for determining whether submittals are submitted timely. Late Proposal documents will not be accepted under any circumstances.

3.0 **PROPRIETARY INFORMATION**

3.1 If a Consultant does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification must be done by noting the words "Proprietary Information" individually on each page on which such proprietary information is found. If the Consultant fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

3.2 Consultants are advised that the City, to the extent permitted by law, will protect Proposals from release. Consultant shall consider the implications of the Texas Public Information Act, particularly after the Request for Proposals (RFP) process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information where the Consultant can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Consultant, who may then make arguments to the Attorney General pursuant to 552.305, Texas Government Code. The City will not make arguments to the Attorney General on a Consultant's behalf.

4.0 **COMPLETION OF PROPOSAL RESPONSES**

- 4.1 Information presented in the Proposals will be used to evaluate the qualifications of the Consultant(s) and to determine the Consultant(s) which will be selected to provide services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Consultant shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 4.3 Proposals shall be limited to a maximum of fifty (50), 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and margins of at least one inch in each direction. The required/requested attachments are not part of this page limit.
- 4.4 Responses must include all documents and information specified in this RFP.

5.0 **CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 5.1 Any requests for explanation, clarification, or interpretation desired by a Consultant regarding any part of this RFP must be made prior to the published submission deadline, as referenced in Section 8.4 of this RFP.
- 5.2 IN ORDER FOR QUESTIONS TO BE ANSWERED, ALL QUESTIONS SENT BY E-MAIL BEFORE THE QUESTION DEADLINE AND MUST BE IDENTIFIED AS FOLLOWS:
 - 5.2.1 All explanation, clarification or questions you must email to Kelly Porter at kelly.porter@fortworthtexas.gov and the bid number on subject line, if sent by an email.
- 5.3 If the City, in its sole discretion, determines that a change or additional information is needed or a clarification is required, the City shall issue a written addendum regarding such change, additional information, or clarification. Sole authority for issuing of addenda shall be vested in the City's Purchasing Division.
- 5.4 Interpretations, corrections or changes to the RFP are not binding upon the City if they are made in any manner other than a written addendum, and Consultants shall not rely upon such written interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Each Consultant must acknowledge receipt of all addenda within its response.

6.0 **UNAUTHORIZED COMMUNICATIONS**

6.1 Any oral communications are considered unofficial and non-binding with regard to this RFP. After release of this solicitation, Consultants are prohibited from contacting or communicating with any City officer, employee, or representative regarding this RFP other than (i) the point of contact designated on the cover page of this RFP or (ii) the Minority Women and Business Enterprise (MWBE) Office. No officer, employee, agent or representative of the Consultants shall, directly or indirectly through others, have any contact or discussion, oral or written, with any members of the City Council; members of the RFP evaluation, interview, or selection panels; City staff or City's consultants, or seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as expressly provided herein. If a representative of any Consultant violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Consultant's being disqualified from the procurement process.

7.0 **WITHDRAWAL OF PROPOSALS**

7.1 An authorized representative of the Consultant may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

8.0 **AWARD OF CONTRACT**

8.1 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Consultant whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

8.2 The information provided in this Request for Proposals is only to be used for the purpose of preparing a proposal or response to the City's requested services. The contract term will be for a one (1) year term with four (4) one-year options to renew at the option of the City, upon the same terms and conditions, and subject to funding by City. A Consultant may submit a proposal for all or part of the requested services. Selection of a successful Consultant will be made on the basis of the proposal deemed most advantageous and beneficial to the City.

8.3 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work. Refer to Exhibit A for details of the Scope of Work required by this RFP.

8.4 **Tentative Schedule of Events**

RFP Release Date:	Friday, May 26, 2023
Deadline for Questions:	Friday, June 2, 2023 at 12:00 PM (Central Time)
Deadline for Answers	Monday, June 5, 2023 at 12:00 PM (Central Time)
Proposals Due Date and Time:	Thursday, June 29, 2023 at 1:30 PM (Central Time)
Tentative Interview Dates	Thursday, July 27, 2023
Contract Effective (anticipated)	TBD

9.0 **PERIOD OF ACCEPTANCE**

9.1 Consultant acknowledges that by submitting the Proposal, Consultant makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Consultant notes a different period.

10.0 **TAX EXEMPTION**

10.1 The City of Fort Worth is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

11.0 **COST INCURRED IN RESPONDING**

11.1 All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of and shall be borne by the participating Consultant.

12.0 **NEGOTIATIONS**

12.1 The City reserves the right to negotiate all elements that comprise the successful Consultant's response to ensure that the best possible consideration be afforded to all concerned.

13.0 **CONTRACT INCORPORATION**

13.1 The contract documents shall include this RFP, the Consultant's Response to the RFP, the City's Vendor Services Agreement (Attachment E) and such other terms and conditions as the parties may agree.

14.0 **NON-ENDORSEMENT**

14.1 If a Proposal is accepted, the successful Consultant, hereinafter "Contractor," shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Fort Worth's endorsement of the successful Consultant's services.

15.0 **PROPOSAL EVALUATION PROCESS**

15.1 The City Purchasing Division will guide the evaluation of consultant responses received.

15.2 An Evaluation Committee consisting of representatives from various City departments and City consultants may be appointed to review and evaluate RFP responses in

accordance with this RFP. City reserves the right at its sole discretion to include additional representatives from other City departments and or other contractors.

- 15.3 City reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate and/or decelerate the evaluation process by combining, eliminating or expanding phases as it is deemed in the public interest to do so.
- 15.4 The Evaluation Committee will review Consultant's references and criteria and may select Consultant candidates for further interviews.
- 15.5 RFP responses that deviate substantially from the requirements of the RFP will be rejected.
- 15.6 The City reserves the right to reject any or all proposals.
- 15.7 Contract award will be by section or overall total whichever the City determines to be in the City's best interest.
- 15.8 The City anticipates selecting Consultant(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City.

17.0 **SUBCONTRACTORS**

- 17.1 Consultants may include subcontractors for any part of services offered. City reserves the right at its sole discretion to accept or reject any proposal that includes subcontractors. Upon award of a contract, City reserves the right to pre-approve use of any and all subcontractors.

18.0 **BEST AND FINAL OFFER**

- 18.1 The City at its sole discretion may elect to have Consultants submitting proposals deemed most advantageous to the City may be requested to prepare a Best and Final Offer for consideration by the Evaluation Committee. Contract negotiations will then be based on submitted Best and Final Offers.

19.0 **ASSIGNMENT**

- 19.1 The Consultants shall not assign its rights or duties under an award without the prior written consent of the City. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

20.0 **ERRORS OR OMISSIONS**

- 20.1 The Consultant shall not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Consultant shall promptly notify the City's Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

21.0 **TERMINATION**

- 21.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City or Contractor with a thirty (30) day written notice prior to cancellation. In the event of termination, the City reserves the right to award a contract to next lowest and best Consultant as it deems to be in the best interest of the City.
- 21.2 Further, the City may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City will return any delivered but unpaid goods in normal condition to the Consultant or pay for the goods, at the City's sole direction.

22.0 **TERMINATION, REMEDIES, AND CANCELLATION**

- 22.1 Right to Assurance. Whenever the City has reason to question the Consultant's intent to perform, the City may demand that the Consultant(s) give written assurance of Consultant's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

23.0 **CHANGE ORDERS**

- 23.1 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City's Financial Management Services Department and signed by both parties. Change orders must be approved by City Council if dollar amount is over \$100,000.00.

24.0 **VENUE**

- 24.1 The agreement(s) will be governed and construed according to the laws of the State of Texas. The agreement(s) is (are) performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

25.0 **CONFLICT OF INTEREST**

- 25.1 No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171. (see Attachment A).

26.0 **INSURANCE**

- 26.1 For the duration of a contract resulting from this RFP, Consultant shall carry insurance in the types and amounts as specified in Attachment E of this RFP. Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this bid solicitation.

27.0 **CONTRACT CONSTRAINTS AND CONDITIONS**

- 27.1 All services shall be provided in accordance with applicable requirements and ordinances of the City, laws of the State of Texas, and applicable federal laws.
- 27.2 The proposed Services Agreement has been provided with this RFP as Attachment C. Consultants must submit any objections to the contract provisions along with responses.

27.3 A fully executed contract shall be comprised of the following documents:

- I. Vendor Services Agreement
- II. This Request for Proposals, including all Attachments
- III. The Successful Consultants written Proposal

28.0 **BUSINESS EQUITY FIRM UTILIZATION REQUIREMENTS**

28.1 There is no Business Equity (Minority/Woman Owned Enterprise) goal for this proposal

29.0 **COOPERATIVE PURCHASING**

29.1 Should other governmental entities decide to participate in this Contract, Consultants shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.

29.2 If the successful Consultant agrees to extend the resulting Contract to other governmental entities, the following will apply: Governmental entities within utilizing Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this Contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Fort Worth will be billed directly to that governmental entity and paid by that governmental entity. The City of Fort Worth will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed.

30.0 **BILLING FOR SERVICES; PAYMENT**

30.1 Consultant shall bill for services based on the Proposed Service Fees and Charges Schedule for actual services performed, as presented in Exhibit B.

30.2 All payment terms shall be "Net 30 Days" unless specified in the proposal.

30.3 Service Consultant shall invoice no more frequently than monthly for services provided.

30.4 Invoices shall be submitted to the City department designated by the City. Service Consultant shall submit separate invoices in duplicate, on each purchase order or purchase change order after each transaction. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and Service Consultant shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

30.5 Successful Consultants are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City website at <http://www.fortworthtexas.gov/purchasing>.

31.0 **CERTIFICATE OF INTERESTED PARTIES FORM 1295**

31.1 The successful Consultant may be required to complete Form 1295 online and submit to the Purchasing contact listed in the solicitation before the purchase/contact will be presented to the City Council if the awarded bid is greater than \$100,000.00. The form may be completed at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

32.0 **CHANGE IN COMPANY NAME OR OWNERSHIP**

32.1 The Vendor shall notify the City's Purchasing Manager, in writing, of a company name,

ownership, or address change for the purpose of maintaining updated City records. The president of the company 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 do so may adversely impact future invoice payments.

33.0 **RIGHT TO AUDIT**

33.1 Vendor agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

A. PROJECT SCOPE OF WORK and MINIMUM REQUIREMENTS

1. Scope of Work

The following provides a general description of services, standards and products required.

- **Platform**—Firms shall provide access to a platform through which the location-based Big Data can be viewed, interpreted and analyzed. The firms shall provide unlimited access and log-ins to authorized staff.
- **Sources of data**—Firms shall utilize a variety of sources of data to develop and build the transportation model. Sources include, but are not limited to: GPS data from cell phones, credit card data, app check-ins and other mobile phone data.
- **Trip data**—Firms shall provide trip data for all modes of travel including: automobile, transit, bicycle and pedestrian.
- **Frequency of data**—Firms shall update data for analysis purposes at a minimum of a quarterly basis. Furthermore, firms shall provide access to historical data (at least two quarters) in order to establish the transportation model baseline.
- **Studies and Reports** – The platform provided by the firm shall be able to produce reports, analyses and also provide an option to export the raw data. Attention should be given to ensure compatibility with other software including, but not limited to: Google Earth, Microsoft Office and ArcGIS.
- Full time project representative. The firm shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work and for the project's delivery date being met.
- The firm shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment.
- All work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- Provide the City with monthly status reports on each project. Reports will include project progression, completion percentage and invoices billed and paid.

2. Key Objectives

The following provides a general description of services, standards and products required.

- Produce a regional transportation model delivered through a platform which provides base year and future year model networks with appropriate traffic count, speed, and capacity data.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with best practices.
- Develop a schedule and enforce compliance of the project schedule.
- Develop a budget and enforce compliance of the project budget.

B. FORMAT

Proposal Requirements

Proposals should include the following:

1. Cover Letter and Executive Summary (not to exceed 3 pages)

The cover letter (1 page) must include the primary contact name, title, telephone number, mailing address, and email address for the proposing firm. The executive summary of two (2) pages or less should include a summary of general description of relevant services, standards and products, brief description of the proposal approach, and any special considerations.

The City of Fort Worth desires to develop a location-based regional transportation model through the collection of Big Data. Big Data is characterized as an information asset with such high volume, velocity, and variety that specific technology and analytical methods are required for its transformation into value. With processing and analytics tools, Big Data can illustrate patterns and trends in human behavior and activity. Big Data sources with transportation planning applications include but are not limited to passively collected data from mobile applications, including GPS traces and location-based services, on-board vehicle sensors, traffic sensors and cameras.

2. Approach and Process (not to exceed 10 pages front and back)

The Consultant should outline their approach consistent with the tasks outlined in the RFP scope of work. Address qualifications criteria in the order presented in the Scope of Work section, including identification of the page location of each sub-section. Include all pages from this Request for Proposals in addition to any other materials submitted by the Consultant. State in succinct terms the Consultant's understanding of the services to be provided and how the Consultant anticipates being able to meet the requirements in the Scope of Work. The response must demonstrate your comprehension of the objectives and services from the RFP. Do not merely duplicate the Scope of Work as presented within this RFP. Include any additional information that the Consultant deems important to the decision process but that is not specified elsewhere in the RFP.

3. Responsibility and Qualifications (not to exceed 5 pages front and back)

The project manager and other key staff members must be specified and a clear indication given as to their involvement in the project. A successful proposer must provide qualified personnel to accomplish each portion of the Scope of Work outlined. Substitutions for essential personnel involved in the tasks require the City's prior approval and resulting delays will be the responsibility of the consultant.

4. Prior Experience (not to exceed 4 pages front and back)

Describe only relevant project and professional experience for personnel who will be actively engaged in the project. Prepare a brief narrative of background and general qualifications of the Consultant, including any experience with services/products similar in scope and/or size to those requested in this RFP. Identify and show a project organizational chart. Provide a list of major clients focusing on your experience with similarly sized entities to that of the City of Fort Worth, involving tasks and services similar to those described in this RFP. If available, provide a sample of comparable data your firm has generated for a similar project.

5. References (not to exceed 1-page front and back)

The consultant should provide three references from past clients (two (2) of the three (3) should be public sector clients) that have solicited similar assistance in providing relevant services. References should include:

- Contact name
- Title
- Agency
- Project name
- Email
- Phone number.

6. Budget

City of Fort Worth has established a budget for the requested services not to exceed **\$95,000.00**. An estimated product budget should be included by task, including any travel.

7. Minority/Women Business Enterprise (WBE) (MBE)/Goals

The City of Fort Worth has established goals of 0% MBE and 0% WBE participation in its total annual third-party consulting opportunities. However, the goal is not applicable to projects with budgets less than \$100,000.00, as indicated in the Budget section of this RFP.

8. Conflict of Interests

The Texas House Bill 914, codified as Chapter 176 of the Local Government Code, requires vendors and consultants contracting or seeking to do business with City of Fort Worth to file a conflict of interest questionnaire (CIQ). The required questionnaire is located at the Texas Ethics Commission website <http://www.ethics.state.tx.us/>.

The CIQ must be completed and filed with the bid/proposal response. Vendors and consultants that do not include the form with the response, and fail to timely provide it, may be disqualified from consideration by City of Fort Worth.

C. PROPOSAL EVALUATION

1. Proposal Selection Criteria

Procedures have been established for the evaluation and selection of Consultant(s). The Project Evaluation committee will review each proposal based on the following criteria:

Previous Experience - Submissions will be assessed on prior experience of the firm in the subject areas covered in the Scope of Work. Any work on similar type projects should be documented to validate this understanding. These elements from Scope of Work that should be included are the following: Sources of data, trip data, frequency of data, and studies and report, etc. (25 points)

Effective Methodologies, Processes and Outcomes – Submissions must communicate the team’s approach through understanding of all tasks involved in the Scope of work. The proposal should also include a timeline and action steps demonstrating completion of tasks within the allotted project timeframe, associated methods, and deliverables. (25 points)

Project Management/Availability of Consultant(s) – Submissions should demonstrate a relevant and effective project management structure. The Consultant team should include individuals that have relevant and effective project management experience, and subconsultants (if applicable) required for relevant tasks. The submittal must demonstrate task efficiencies, ability to multi-task, and meet deadlines (included in project schedule graphic). (15 points)

Innovative Add-Ons – Any additional services, innovative ideas, cost-saving measures, safety-measures, products, DBE usage, etc will be considered for their contribution to the project. (10 points)

Work Quality and References – The Consultant must have a demonstrated track record of timely performance, quality, and integrity, as evidenced by a list of client references. A minimum of three client references should be submitted. (15 points)

Proposed Data Visualizations – Submissions should showcase a platform for data visualization. The Consultant team should provide access to raw data and along with data on modes of travel (automobile, alternative transit and pedestrians. (10 points)

2. Evaluation and Award Process

As part of the requirement to establish the responsibility of the Consultant, the City of Fort Worth may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

A. The Project Evaluation committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth below. Factors not specified in the RFP will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.

B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification.

Substantial deviations from specifications or other requirements of this RFP will result in disqualification of the proposal.

C. Cost will not be the only consideration in the selection of short-listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this RFP. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.

D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Consultants, or to allow corrections of errors or omissions.

E. After evaluations, the Project evaluation Committee will determine a short list also known as competitive range.

The short list/competitive range include the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. The City may request Best and Final Offers (BAFO) and negotiate with the Respondent(s) who fall within the short list/competitive range. If required, only those Respondents within the short list/competitive range may be selected for an oral presentation and/or interview.

F. The presentation/interview process will be arranged by the Project Evaluation committee for purposes of discussion and/or clarification. Points may be deducted or added to the Respondent's preliminary score as deemed necessary by the Project Evaluation committee.

G. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Respondents in the competitive range. Once negotiations are complete, the City shall establish a common date and time for the submission of Best and Final Offers. If a Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's immediate previous offer shall be construed as its best and final offer.

H. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered, are the most advantageous to the City.

I. The City reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. The city may reject any or all offers if such action is in the City's interest, award contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

J. Proposals that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

K. The successful Consultant's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and

specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected

3. Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's proposal.

4. Financial Capacity Determination Financial Information

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a publicly held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year. If a privately held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

5. Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

6. Technical Capacity Determination

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFP scope of work based upon the results of the survey.

A respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFP scope of work in a satisfactory manner

ATTACHMENT A-

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #7 box in all cases.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

_____ Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT B -

DRAFT VENDOR SERVICES AGREEMENT

The draft vendor services agreement is attached as a separate document for your review.



VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a Texas home rule municipal corporation, acting by and through its duly authorized Assistant City 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.** Tree Trimming and Removal (“Services”), which are set forth in more detail in Exhibit “A,” attached hereto and incorporated herein for all purposes.

2. **Term.** The initial term of this Agreement is for One (1) year(s), beginning on the date that this Agreement is executed by the City’s Assistant City Manager (“Effective Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to Four (4) one-year renewal option(s) (each a “Renewal Term”).

3. **Compensation.**

3.1 Total compensation under this Agreement will not exceed **SPELL OUT NUMERICAL VALUE OF COMPENSATION Dollars and INSERT CENTS (\$INSERT NUMERICAL VALUE OF COMPENSATION)**.

3.2 City will pay Vendor in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code) and provisions of this Agreement, including Exhibit “B,” which is attached hereto and incorporated herein for all purposes.

3.3 Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. **Termination.**

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

4.2 **Non-appropriation of Funds.** In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which

appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

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

5. Disclosure of Conflicts and Confidential Information.

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

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

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

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

6. **Right to Audit.** Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

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

8. **Liability and Indemnification.**

8.1 **LIABILITY - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING, INCLUDING, BUT NOT LIMITED TO, 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, REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.**

8.2 **GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, 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 PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, 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, REPRESENTATIVES, 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 City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay will not apply if City modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City

will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor will fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and documentation with equally suitable, compatible, and functionally equivalent non-infringing software and documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by City, subsequent to which termination City may seek any and all remedies available to City under law.

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 City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

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

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

10.1 **Coverage and Limits**

(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

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

(d) Professional Liability (Errors & Omissions): Applicable N/A

\$1,000,000 - Each Claim Limit
\$1,000,000 - Aggregate Limit

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

10.2 General Requirements

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

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the City in accordance with the notice provision of this Agreement.

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

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

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

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 City 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 CITY AND HOLD CITY 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 CITY:</p> <p>City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654</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 City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

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

16. **No Waiver.** The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

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

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. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's

option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

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 City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

26. **Ownership of Work Product.** City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

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 City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

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 City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel"

and “company” has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

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 City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

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

City: By: _____ Name: NAME OF ACM Title: Assistant City Manager Date: _____	Vendor: By: _____ Name: NAME OF AUTHORIZED REP. Title: TITLE OF AUTHORIZED REP. Date: _____
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FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended: By: _____ Name: NAME OF DEPT. DIRECTOR Title: DIRECTOR Approved as to Form and Legality: By: _____ Name: NAME OF ACA Title: Assistant City Attorney Contract Authorization: M&C: M&C NUMBER Form 1295: FORM 1295 NUMBER	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. By: _____ Name: NAME OF CONTRACT COMP. MGR Title: TITLE OF CONTRACT COMP. MGR City Secretary: By: _____ Name: Jannette Goodall Title: City Secretary
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EXHIBIT A
SCOPE OF SERVICES

INSERT DESCRIPTION OF SCOPE OF SERVICES – YOU CAN USE THIS OR ATTACH A PICTURE OR BOTH

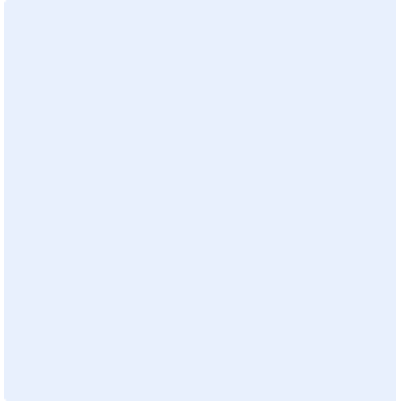


EXHIBIT B
PAYMENT SCHEDULE

INSERT DESCRIPTION OF SCOPE OF SERVICES – YOU CAN USE THIS OR ATTACH A PICTURE OR BOTH

