



PURCHASING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)

for

Consulting Services – Modern Streetcar Planning and Design

RFQ No. 09-0204

Issued: September 16, 2009

STATEMENT OF QUALIFICATIONS SUBMISSION DEADLINE:

******* October 22, 2009 by 1:30 PM Local Time *******

NO LATE SUBMITTALS WILL BE ACCEPTED

<p><u>RESPONSES SHALL BE DELIVERED TO:</u></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102</p>	<p><u>RESPONSES SHALL BE MAILED TO:</u></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102</p>
<p>A Pre-Submittal Meeting will be held Wednesday, September 30, 2009 at 10:00 A.M. in the Development Conference Room, Lower Level of City Hall, 1000 Throckmorton Street, Fort Worth, Texas 76102 *****</p> <p>FOR ADDITIONAL INFORMATION REGARDING THIS RFQ PLEASE CONTACT: David Gaspers, Planning and Development Department, david.gaspers@fortworthgov.org *****</p> <p>RETURN THIS COVER SHEET WITH RESPONSE TO:</p> <p>Angela Gonzales, Senior Buyer Purchasing Division Financial Management Services Department</p>	<p>NAME AND ADDRESS OF COMPANY SUBMITTING QUALIFICATIONS:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Contact Person: _____</p> <p>Phone: () _____ Fax: () _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

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REQUEST FOR QUALIFICATIONS

The City of Fort Worth issues this Request for Qualifications (“RFQ”) for the purpose of prequalifying consultants for planning and design related to potential streetcar routes within the City of Fort Worth as described in this RFQ.

GENERAL PROVISIONS

1.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS

1.1 One (1) original, ten (10) copies, and one (1) Compact Disc (CD) with a single pdf. file of all Statement of Qualifications (“SOQ”) documents shall be submitted in a sealed package or container. Project name, RFQ number, and Consultant’s name and address should be marked on the outside of the package or container. To ensure acceptance of SOQ, the RFQ number and the published opening time and date should also be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. SOQ 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
1000 Throckmorton Street, Lower Level
Fort Worth, Texas 76102

2.0 DELIVERY OF SUBMITTALS

Proposals must be received in the City of Fort Worth’s Purchasing Division no later than 1:30 PM, October 22, 2009. The submitting Respondent is responsible for the means of delivering the submittal to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the submittal including delay occasioned by the Respondent or the City of Fort Worth’s internal mailing system will be the responsibility of the Respondent. Submittals 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 of Fort Worth (City) Purchasing Division is the official clock for determining whether submittals are submitted timely. **Late submittals will not be accepted under any circumstances.**

3.0 PUBLIC OPENING

3.1 Submittals will be opened and publicly acknowledged at the following location, date and time:

**City of Fort Worth
Municipal Office Building/City Hall
City Council Chambers, 2nd Floor
1000 Throckmorton Street
Fort Worth, Texas 76102
Date: October 22, 2009
Time: 2:00 P.M. CST**

- 3.2 Respondents, their representatives and interested persons may be present. Only the Respondent's name shall be acknowledged to avoid disclosure of the contents to competing respondents and to keep submittals confidential.
- 3.3 The City will not release submission of information relative to this RFQ during the evaluation process or prior to contract award.

4.0 PROPRIETARY INFORMATION

- 4.1 If a Respondent does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Respondent 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.
- 4.2 Notwithstanding section 4.1, Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Respondents shall consider the implications of the Texas Public Information Act, particularly after the RFQ 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 Respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the Purchasing Division, 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 Respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

5.0 COMPLETION OF RESPONSES

- 5.1 Information presented in the Statement of Qualifications will be used to evaluate the professional qualifications of the Respondent(s) and determine the Respondent(s) which will be selected to provide professional consulting services to the City.
- 5.2 Responses shall be completed in accordance with the requirements of this RFQ. Statements made by a Respondent shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

6.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 6.1 Any explanation, clarification, or interpretation desired by a Respondent regarding any part of this RFQ must be requested from Mr. David Gaspers of the Planning and Development Department at least ten (10) days prior to the published submission deadline, as referenced in section 2.0 of this RFQ.
- 6.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFQ made in any other manner other than writing are not binding upon the City, and Respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding.

6.3 Requests for explanations or clarifications may be faxed to the City at (817) 392-8440 or emailed to david.gaspers@fortworthgov.org. Emails and Faxes must clearly identify the RFQ Number and Title.

6.4 Any interpretations, corrections or changes to this RFQ will be made by addendum. Sole issuing authority of addenda shall be vested in the City's Purchasing Division. Respondents shall acknowledge receipt of all addenda within the responses.

7.0 WITHDRAWAL OF SUBMITTALS

An authorized representative of the company may withdraw a submittal at any time **prior to** the RFQ submission deadline, upon presentation of acceptable identification as an authorized representative of such company.

8.0 PERIOD OF ACCEPTANCE

Respondent acknowledges that by submitting the Statement of Qualifications, the period of acceptance of Statement of Qualifications is one hundred and eighty (180) calendar days from the date of opening, unless the Respondent notes a different period.

9.0 COST INCURRED IN RESPONDING

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

10.0 NON- ENDORSEMENT

If a Statement of Qualifications is accepted, the Respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Respondent's services.

11.0 UNAUTHORIZED COMMUNICATIONS

Respondent's contact regarding this RFQ with employees or officials of the City other than David Gaspers of the Planning and Development Department or the Minority and Women Business Enterprise (M/WBE) Office may result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFQ.

REQUEST FOR QUALIFICATIONS

The City of Fort Worth is accepting responses to this Request for Qualifications (RFQ) for a limited time from qualified consultants to perform the work described herein. Responses that do not comply with the requirements described in this RFQ may, at the City's sole discretion, be deemed non-responsive.

1.0 PROJECT STATEMENT

The City of Fort Worth and the Fort Worth Transportation Authority (The T) are interested in selecting a qualified consultant for planning and design work related to potential streetcar routes within the central city (generally the area inside Loop 820).

2.0 PROJECT BACKGROUND

- 2.1 A Modern Streetcar Study Committee appointed by Mayor Mike Moncrief and the Fort Worth City Council has investigated the feasibility of modern streetcars as a transit mode for Fort Worth's central city. The study committee visited modern streetcar systems and learned from local experts in Portland, OR, Seattle, WA, and Tacoma, WA. City staff provided background information pertaining to transit technologies, peer city streetcar systems, estimated capital and operating costs, and increased valuation of property taxes. A set of 12 objective criteria were developed by City staff to assist the study committee in evaluating potential streetcar routes. Based on this information, the study committee determined that a streetcar system is desirable for Fort Worth. With support from City staff, the committee identified a starter alignment, outlined potential funding sources, developed a preliminary funding strategy, and determined the next steps needed for implementation. The committee presented its recommendations to City Council on December 16th, 2008.
- 2.2 The recommended starter alignment includes a downtown one-way loop (including an extension to Trinity Bluff), a West 7th Street route to the Cultural District, and a Near Southside route to the Medical District and the Evans and Rosedale Urban Village. This starter alignment would connect Fort Worth's two largest employment centers, numerous world-class cultural destinations, and four urban villages. Seamless streetcar transitions with existing Trinity Railway Express (TRE) and future Southwest-to-Northeast (SW2NE) commuter rail stations would connect central city Fort Worth with the rest of the Metroplex by rail, furthering the effectiveness of the streetcar system within the context of the regional rail plans of the North Central Texas Council of Governments (NCTCOG) and Metroplex jurisdictions. A subsequent phase of the streetcar network would include a route to Texas Wesleyan University on East Rosedale Street and a route to the Historic Stockyards District on North Main Street.
- 2.3 The total cost of the starter project, if built as recommended by the study committee, is estimated at \$250 million. This preliminary cost estimate assumes that most of the alignment is double-tracked at \$20 million per track mile and includes procurement of vehicles and construction of a maintenance facility. The starter alignment would rely on multiple sources of local funding, including existing tax-increment financing districts and new or existing public improvement districts. The City does not currently anticipate using any New Starts or Small Starts federal funding for the starter project. However, the City has joined with NCTCOG and the City of Dallas in a regional TIGER grant application that could provide some limited funding for Fort Worth's streetcar system.

- 2.4 The City of Fort Worth envisions modern streetcars serving as an urban circulator for the central city, providing an important alternative transportation option for employees, residents and visitors. Due to its unique characteristics as a transit mode, streetcars have been recognized as a strong catalyst for compact, walkable, high-density, sustainable developments. The streetcars would operate in mixed traffic within street rights-of-way, stopping every two-to-four blocks at curbside with 15-minute or less headways. The City of Fort Worth has established policies, goals, and objectives, such as an urban village program, mixed-use zoning, and designated mixed-use growth centers, which promote walkable urbanism in our central city. Award-winning form-based codes for the Trinity Uptown and Near Southside areas require mixed-use, pedestrian-friendly districts. Yet, most of the development occurring in the central city still is built with automobile parking facilities sized to meet the demand of a drivable suburban location. As the study committee learned on the fact-finding trip to the Pacific Northwest, developments within walking distance of a streetcar route are built successfully with significantly lower parking ratios and significantly higher residential densities than developments not located near a streetcar route.

3.0 PROJECT SCOPE OF SERVICES/TASKS

The following scope and approach is provided as basic guidance for responding to this RFQ. The chosen consultant will be provided with all of the information and documents produced by the study committee, including pertinent GIS shapefiles. Consultant proposals should identify the work that would be undertaken for each task item, and briefly describe how the work would be accomplished. The combined network of the recommended starter alignment should be evaluated as a whole. Additionally, the individual route alignments (Downtown, Near Southside, and West 7th Street.) should be evaluated separately for construction phasing purposes. Estimates should also be totaled for the recommended starter alignment as a whole. The timeline for this project shall not exceed 365 days in length from the Notice to Proceed and should advance as expeditiously as possible.

PHASE ONE

3.1. Task 1 — Recommended Alignment Evaluation and Development of Design and Operation Assumptions

The purpose of this task is to review the recommended starter alignment for issues that limit its effectiveness as an urban circulation transit mode and provide assumptions to be used for developing the necessary schematic design work for alignment refinement and cost estimate preparation.

- A. Provide design assumptions of the starter alignment including an evaluation of recommended alignment, traction power system standards, typical sections, guideway selection, substation requirements, station/stop locations and appropriate guidelines for utility relocation, signal modifications, and roadway reconstruction.
- B. Provide operational assumptions of the starter alignment including headways, hours of service, fare system, maintenance facility needs and potential maintenance facility locations.

- C. Provide preferred technology options including vehicle specifications, propulsion system, fare collection method, and information and communication requirements.
- D. Assess vehicle procurement timelines and preferred vehicle selection process.
- E. Identify the specific alignment and circulation direction of the downtown one-way loop.
- F. Identify the preferred connection to the Intermodal Transportation Center (ITC).
- G. Identify potential benefits and issues associated with initially single-tracking all or parts of the West 7th Street and Near Southside routes.
- H. Assess issues with any necessary railroad and bridge crossings and clearances.
- I. Assess issues with operation of the starter alignment in relation to multiple routes and termini and the interface of the multiple routes with the downtown one-way loop.
- J. Evaluate Bus-Rapid Transit as a mode for the recommended starter alignment and provide a preferred scheme for the best utilization of existing or new bus routes to complement the recommended starter alignment.
- K. Conduct a basic utility review indicating those utilities that will likely need to be relocated based on the utility relocation guidelines developed in the design assumptions.
- L. Conduct a basic environmental assessment for all or portions of the recommended route.
- M. Provide recommendation on phasing of the project.
- N. Present streetcar information relating to regional transit systems, economic development, and growth management at the Fort Worth Rail and Economic Development Conference on December 11, 2009.

3.2 Task 2 — Economic Development Impact Analysis

The purpose of this task is to provide an analysis of economic development potential of properties within a 1000-foot buffer of all five lines identified by the Study Committee as possible routes (Downtown, Near Southside, West 7th Street, East Rosedale Street, and North Main Street.). Items to be considered should include:

- A. Analysis of vacant and under-developed sites and their development potential.
- B. Projected property value appreciation and forecasted increase in property tax revenues over a no-build scenario.
- C. Projected new residential units.

- D. Projected new commercial square feet.
- E. Identify the effect on Fort Worth Convention Center scheduling and general attendance.
- F. Evaluation of impact on parking demand.
- G. Projected total economic impact of the starter alignment.

3.3 Task 3 — Ridership and Operating Cost Estimates

The purpose of this task is to provide estimated ridership and operating costs of the starter alignment based on the findings and assumptions developed in Task 1 and the economic development projected in Task 2.

- A. Estimated ridership for opening year of service.
- B. Estimated ridership for the 5th year of service.
- C. Estimated 5-year operating and maintenance cost forecast.

Phase Two

3.4 Task 4 — Business Plan

The purpose of this task is to provide the framework for the organizational and financial structures necessary for a streetcar system in Fort Worth.

- A. Organizational Plan
 - 1) Identify the preferred organizational structure including defined roles for the City of Fort Worth, The T, Tarrant County, and others as necessary.
 - 2) Identify the preferred administrative structure including management roles, staffing demands, training requirements, etc.
- B. Financial Plan
 - 1) Review and assess Modern Streetcar Study Committee funding recommendations.
 - 2) Provide recommendation regarding the most viable and expedient financial package.
 - 3) Provide a timeline and step-by-step procedures to implement the recommended financial package.
 - 4) Assist in assessment of stakeholder willingness to participate in financing options.

Phase Three

3.5 Task 5 — Preliminary Engineering and Environmental Assessment

The purpose of this task is to provide schematic design and preliminary engineering for all recommended alignments or a selected first phase as determined by Task 1.M.

- A. Drainage report
- B. Floodplain study
- C. Surveying and mapping
- D. Geotechnical survey and analysis
- E. Utility relocation
- F. Typical track sections
- G. Grade crossing layout
- H. Stop locations and layouts
- I. Traffic signalization plans
- J. Site civil design
- K. Right-of-way engineering and plans
- L. Maintenance facility specifications
- M. NEPA Environmental Assessment for selected first phase
- N. Coordination with streetscape, street/bridge reconstruction, and adjacent private construction projects.

3.6 Task 6 — Public Involvement

The purpose of this task is to ensure transparency in the planning process while receiving input and building consensus among stakeholders. The City's Community Relations Department will take an active role in organizing and executing pertinent portions of this task. A steering committee will be formed with representatives from key stakeholder groups to provide guidance to the consultant throughout the process.

- A. Conduct up to ten meetings with the steering committee and pertinent City and The T staff.
- B. Provide briefings at the conclusion of Phases One and Two to the City Council and The T Board of Directors, and provide final briefings to the City Council and The T Board of Directors.

- C. Provide up to three briefings to pertinent TIF boards.
- D. Conduct up to three community meetings to update and receive feedback from citizens.
- E. Prepare meeting displays and conduct the technical presentation of these displays. Document the community meeting by transcription summary of pertinent comments. Prepare necessary written responses to questions received at the community meetings.
- F. Communicate with the Project Managers (City and The T) on a regular basis to report on the progress of the project. Prepare monthly written progress report for use in the City's computerized project management system; combined with evidence of the work accomplished since the previous report. The report must contain bar charts indicating the percentage of work completion of each task.
- G. Establish guiding principles for the project.

4.0 SELECTION PROCESS

- 4.1 The City and The T will form a Selection Committee to evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose Statement of Qualifications (SOQ) is determined to be the most advantageous considering the evaluation factors included in this RFQ. The successful consultant may be selected by the Selection Committee at its sole discretion based exclusively on review of the submitted SOQ. At the Selection Committee's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information provided in the SOQ.
- 4.2 Note that SOQs that do not meet the requirements outlined in this RFQ may be deemed non-responsive by the Selection Committee. The Selection Committee also reserves the right to waive any and all requirements in this RFQ.

5.0 SELECTION CRITERIA

SOQs submitted in response to this RFQ should comply with the requirements as described herein. The City will use the following selection criteria as the basis for evaluating the consultants responding SOQs, as well as any subsequent interviews. The relative weight of each selection criterion is provided in parentheses.

- **Project Manager and Project Team Capability (35 percent).** Are the skills, capabilities, and experience of the proposed project manager and key project team members sufficient to ensure success of the work? Was this information presented in the context of the team members' roles and responsibilities on the proposed project team?

- **Previous Project Experience (30 percent).** Is the team’s project experience relevant to the effort described in this RFQ? Project experience specific to streetcars and urban circulators will be given a priority.
- **Disadvantaged Business Enterprise D/BE (20 percent).** The information shall be submitted with the Statement of Qualifications and shall include: (1) the name, address and telephone number of each DBE; (2) the description of the work to be performed by each DBE; (3) the approximate dollar amount/percentage of the participation, and (4) the estimated annual gross income of the DBE firm.
- **Propose Schedule and Current Capacity (15 percent).** Was the availability of key staff sufficiently demonstrated (if the period of performance is known)?

6.0 **SOQ CONTENTS**

The SOQ should include the following information, organized as noted below.

- A. **Project Understanding.** Present your understanding of the work outlined in this RFQ, and the issues associated with successfully achieving the project’s objectives.
- B. **Project Synopsis.** Present a 1-2 page summary of the key points of your submittal.
- C. **Project Team.** Present the qualifications of the proposed project manager and project team. Include an organizational chart and descriptions of the key team members’ roles and responsibilities in performing the work.
- D. **Relevant Experience.** Present the team’s experience relevant to performing the work. Be clear in denoting the key team members that were involved in each project that is highlighted.
- E. **Schedule and Availability.** Summarize the availability of the project manager and key project staff during the anticipated project delivery period, shown as a percentage of a standard forty (40) hour per week workload. Also summarize the other commitments (shown as a percentage of a standard forty (40) hour per week workload) competing for each key team member’s time.

Attachment A. Detailed Resumes of Key Team Members

Attachment B. Schedule of Sub-consultant Utilization (List All Sub-Consultants – DBEs and non-DBEs) and the requirements of 7.0 below.

7.0 **DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS FOR FEDERALLY FUNDED PROJECTS:**

- 7.1 SOQ submitters shall note that it is the policy of the City of Fort Worth to ensure the full and equitable participation of Disadvantaged Business Enterprises (DBE) in the procurement of services with fees of \$25,000 or more by establishing a DBE Goal. The DBE goal on this project is **twenty (20%)** percent.

- 7.2 The information shall be submitted with the Statement of Qualifications and shall include: (1) the name, address and telephone number of each DBE; (2) the description of the work to be performed by each DBE; (3) the approximate dollar amount/percentage of the participation, and (4) the estimated annual gross income of the DBE firm.
- 7.3 If the DBE firm(s) located within the State of Texas is located in the north region it must be currently certified or in the process of being certified by the North Central Texas Regional Certification Agency (NCTRCA). If the firm is DBE certified by another agency of the Texas Uniformed Certification Program (TUCP), it must seek M/WBE certification by the NCTRCA. Those firms outside of the State must be certified by the NCTRCA as well. All DBE's must have certification status with the (NCTRCA) in order to be counted towards the DBE goal on federally funded projects prior to recommendation for award being made to the City Council.
- 7.4 If a proposer fails to meet the stated DBE Goal, in part or in whole, then a detailed explanation must be submitted to explain the Good and Honest Efforts your firm made to secure DBE participation.
- 7.5 Failure to submit the DBE participation information or the detailed explanation of the Proposer's Good and Honest Efforts to meet or exceed the stated DBE goal, may render the proposal non-responsive. The DBE plan will be part of the final weighted selection criteria.

8.0 SOQ SUBMITTAL REQUIREMENTS

8.1 FORMAT AND LENGTH

- 8.1.1 The SOQ shall be no more than twenty-five (25) one sided letter-sized (8-1/2" x 11") pages in length, counting sections 1.0 through 7.0 inclusive. The minimum font size is 11 point, with margins (top, bottom, left and right) no smaller than 0.5 inches.
- 8.1.2 Attachment A (Detailed Resumes) should be limited to no more than twenty (20) one-sided letter-sized pages in length.
- 8.1.3 Transmittal letters, not to exceed one page, may be attached if desired, and will not count as one of the SOQ's pages.

8.2 PRE-SUBMITTAL MEETING

In order to address questions from consultants within a public forum, the Planning and Development Department will schedule a pre-submittal meeting to be held at 10 A.M., Wednesday, September 30, 2009, Development Conference Room, Lower Level of City Hall, City of Fort Worth, 1000 Throckmorton Street, Fort Worth, Texas 76102. Attendance at this meeting is not mandatory, but is encouraged.

9.0 SELECTION AND NEGOTIATION

- 9.1 After receipt of the written SOQs, submittals will be evaluated based on the process and selection criteria described in this RFQ.
- 9.2 The City will work in good faith with the successful consultant to negotiate an appropriate scope and fee for the work.
- 9.3 The City will request that the successful consultant submit a detailed estimate of the labor hours and expenses projected for each key task outlined in the scope of work, with the labor hours associated with key team members or appropriate labor categories, and the resulting cost associated with each task.
- 9.4 The fee negotiation will be based on review and discussion of the activities and level of effort associated with each scope item relative to this labor hour and expense summary.
- 9.5 If a satisfactory fee cannot be successfully negotiated with the first-rated consultant within forty-five (45) calendar days of notice of selection, the City may move to the second-rated consultant and negotiate a contract to perform the work.

10.0 CONTACT AND PROJECT EVALUATION

- 10.1 The City plans to formally evaluate the consultant's performance on this project. During the evaluation process the consultant will be afforded the opportunity to respond and comment on its interactions with the City.
- 10.2 For additional information regarding this RFQ, contact David Gaspers at 817-392-8183 or david.gaspers@fortworthgov.org.

STANDARD TERMS AND CONDITIONS

These standard terms and conditions, any special terms and conditions, and the provisions included as Attachment B, become part of any contract entered into if any or all parts of the Proposal are accepted by the City. The City reserves the right to modify, delete or further negotiate any or all of the terms and conditions related to this RFQ or an award of a contract pursuant thereto.

1.0 ASSIGNMENT

The successful Respondent may 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.

2.0 ERRORS OR OMISSIONS

The Respondent will not be allowed to take advantage of any errors or omissions in this RFQ. Where errors or omissions appear in this RFQ, 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 RFQ are to be reported no later than ten (10) days before time for the RFQ response is to be submitted.

3.0 INDEMNITY AND RELEASE

3.1 Indemnity shall be governed by Section 8, of the Professional Services Agreement, Attachment C.

3.2 In addition to the indemnification requirement above, successful Respondent, hereinafter called, "Vendor," shall execute a statement releasing Fort Worth from any liability for injury or property damage incurred during this contract, unless such injury or property damage was the result of intentional conduct committed by an Employee of the City. Further, all Employees, Officers, and Agents of the Vendor or any Subcontractor shall be required to execute the release prior to entering into performance of any work associated with the contract to be awarded hereunder.

4.0 TERMINATION

4.1 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 with a forty-five (45) day written notice prior to cancellation. In the event of termination, the City of Fort Worth 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.

4.2 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.

5.0 TERMINATION, REMEDIES, AND CANCELLATION

- 5.1 Right to Assurance. Whenever the City has reason to question the successful Consultant's intent to perform, the City may demand that the successful Consultant(s) give written assurance of successful 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.
- 5.2 The City may terminate this agreement if the successful Consultant(s) fails to cure a material breach, which substantially impairs the value of the contract as a whole within thirty (30) calendar days of receipt of written notice being given by the other party. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the City may terminate this agreement upon thirty (30) calendar day's written notification.
- 5.3 The City may also cancel this agreement for convenience upon forty-five (45) calendar day's written notice to the successful Consultant. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of successful Consultant(s).

6.0 CHANGE ORDERS

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 of Fort Worth's Financial Management Services Department and approved by the City Council.

7.0 VENUE

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.

8.0 CONFLICT OF INTEREST

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.

9.0 INSURANCE

Successful Respondent(s) ("Consultant") shall carry insurance in the types and amounts for the duration of this agreement as listed in the Professional Services Agreement, Attachment C to this RFQ, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof.

10.0 CONTRACT CONSTRAINTS AND CONDITIONS

- 10.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Fort Worth, the State of Texas, and applicable federal laws.

ATTACHMENT B

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

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

7.

Signature of person doing business with the governmental entity

Date

ATTACHMENT C

SAMPLE - PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (the “City”), a home rule municipal corporation situated in portions of Tarrant, Denton and Wise Counties, Texas, acting by and through Karen L. Montgomery, its duly authorized Assistant City Manager, and **[INSERT FULL LEGAL NAME OF VENDOR]** (“Consultant”), a [enter state] [enter type of entity] and acting by and through [insert name of authorized signatory], its duly authorized president and CEO.

1. **SCOPE OF SERVICES.**

Consultant hereby agrees to provide the City with professional consulting services for the purpose of [insert purpose of agreement]. Attached hereto and incorporated for all purposes incident to this Agreement is **Exhibit “A,”** Statement of Work, more specifically describing the services to be provided hereunder.

2. **TERM.**

This Agreement shall commence upon _____ (“Effective Date”) and shall expire on _____, unless terminated earlier in accordance with the provisions of this Agreement. [Insert any available options]

3. **COMPENSATION.**

The City shall pay Consultant an amount not to exceed [\$] in accordance with the provisions of this Agreement and the Payment Schedule attached as **Exhibit “B,”** which is incorporated for all purposes herein. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

4. **TERMINATION.**

4.1. **Written Notice.**

The City or Consultant 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 the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered up to the effective date of termination and Consultant shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall 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, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL 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 CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

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

(c) Worker's Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence

\$100,000 Disease - per each employee

\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Technology Liability (Errors & Omissions) [or other professional liability coverage depending on type of agreement]

\$1,000,000 Each Claim Limit

\$1,000,000 Aggregate Limit

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Technology E&O. Either is acceptable if coverage meets all other requirements. Coverage shall 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 shall be submitted to the City to evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Risk Manager, City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, with copies to the City Attorney at the same address.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall 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 Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall 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:

To The CITY:
City of Fort Worth
Attn: Planning and Development Department
1000 Throckmorton
Fort Worth TX 76102-6311
Facsimile: (817) 392-8654

To CONSULTANT:

14. SOLICITATION OF EMPLOYEES.

Neither the City nor Consultant shall, 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.

15. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

16. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall 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 shall not in any way be affected or impaired.

19. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), 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, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part 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 shall not be employed in the interpretation of this Agreement or exhibits hereto.

22. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

23. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, 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.

24. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has 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. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this ____ day of _____, 200__.

CITY OF FORT WORTH:

[NAME OF CONSULTANT]:

By: _____
Assistant City Manager

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____
City Secretary

ATTEST:

By: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: _____

Date Approved: _____

EXHIBIT A
STATEMENT OF WORK

EXHIBIT B
PAYMENT SCHEDULE