



**PURCHASING DIVISION  
REQUEST FOR PROPOSALS (RFP)**

**For**

**LIBRARY STRATEGIC SERVICES PLAN CONSULTANT**

**RFP No. 18-0120**

**Issued: January 10, 2018**

**PROPOSAL SUBMISSION DEADLINE:**

**\*\*\*\*\* Thursday, February 8, 2018 by 1:30PM Local Time \*\*\*\*\***  
***NO LATE PROPOSALS SHALL BE ACCEPTED***

<p><b><u>RESPONSES SHALL BE DELIVERED TO:</u></b></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 200 TEXAS STREET FORT WORTH, TEXAS 76102-6314</p>	<p><b><u>RESPONSES SHALL BE MAILED TO:</u></b></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 200 TEXAS STREET FORT WORTH, TEXAS 76102-6314</p>
<p><b>Pre-Proposal Conference shall be held:</b></p> <p>Wednesday, January 17, 2018 at 3:00 P.M. (Local Time) at the Purchasing Division's Large Conference Room, Lower-Level, City Hall, South-West Corner, 200 Texas Street, Fort Worth, Texas 76102-6314 and WebEx.</p>	<p><b>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</b></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>*****</p> <p><b>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</b> <b>Darian Gavin, Contract Compliance Specialist</b> <a href="mailto:Darian.Gavin@FortWorthTexas.gov">Darian.Gavin@FortWorthTexas.gov</a></p> <p>*****</p> <p><b>RETURN THIS COVER SHEET WITH RESPONSE TO:</b></p> <p><b>Darian Gavin, Contracts Compliance Specialist Purchasing Division 200 Texas Street, Lower Level Fort Worth, Texas 76102-6314</b></p>	<p>Contact Person: _____</p> <p>Title: _____</p> <p>Phone: (    ) _____ Fax: (    ) _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p><b>Shall contract be available for Cooperative Agreement use? (See Section 27, page 8) Yes ___ No ___</b></p> <p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

## **Request for Proposal**

The City of Fort Worth (City) invites participation in the Request for Proposals (RFP) for experienced and qualified Consultant(s) to lead the strategic service planning process for the Fort Worth Library. The purpose of this solicitation is to obtain proposals that shall be used to select the Consultant most capable of successfully meeting the requirements, needs and expectations of the City and its customers. The successful Consultant shall secure a Professional Services Agreement with the City, if an award is made from this RFP.

### **1.0 SUBMISSION OF PROPOSALS**

1.1 One (1) original, six (6) copies, and one (1) flash drive of all Proposal documents shall be submitted in sealed packages. Proposer's name and address shall be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone shall not be accepted or considered. Proposal information that is not submitted in sealed packages shall not be considered.

1.2 **Mail or Deliver Responses to the Following Address:**

City of Fort Worth  
Purchasing Division  
200 Texas Street, Lower Level  
Fort Worth, Texas 76102-6314

### **2.0 DELIVERY OF PROPOSALS**

Proposals shall be received in the City of Fort Worth's Purchasing Division no later than 1:30 p.m., Thursday, February 8, 2018. The submitting Proposer is responsible for the means of delivering the proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or the City of Fort Worth's internal mailing system shall be the responsibility of the Proposer. Proposals shall 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 Proposal documents shall not be accepted under any circumstances.**

### **3.0 PROPRIETARY INFORMATION**

3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer 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 Proposer's are advised that the City, to the extent permitted by law, shall protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the 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 Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met shall not be

decided by the City of Fort Worth, 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 shall notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City shall not make a request of the Attorney General.

#### **4.0 COMPLETION OF RESPONSES**

- 4.1 Information presented in the Proposals shall be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which shall be selected to provide professional services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

#### **5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP shall be requested from Darian Gavin, Contracts Compliance Specialist, at least fifteen (15) days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 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 RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications may be faxed to the City of Fort Worth at (817) 392-8440 or emailed to [Darian.Gavin@fortworthtexas.gov](mailto:Darian.Gavin@fortworthtexas.gov). Emails and Faxes shall clearly identify the RFP Number and Title.
- 5.4 Any interpretations, corrections or changes to this RFP shall be made by addendum. Sole issuing authority of addenda shall be vested in the City of Fort Worth Purchasing Division. Proposers shall acknowledge receipt of all addenda within the responses.

#### **6.0 WITHDRAWAL OF PROPOSALS**

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

#### **7.0 AWARD OF CONTRACT**

- 7.1 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 of Fort Worth. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Fort Worth to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer 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.

7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 **Tentative** Schedule of Events

RFP Release Date	Wednesday, January 10, 2018
Pre-Proposal Conference	Wednesday, Jan. 17, 2018, 3:00 PM (Local Time)
Deadline for Questions	Wednesday, Jan. 24, 2018, 5:00 PM (Local Time)
Proposals Due Date	Thursday, February 8, 2018 by 1:30 PM (Local Time)
Proposals Evaluated	Thursday, Feb. 8, 2018 through Feb. 23, 2018
Contract Negotiations	Monday, Feb. 26, 2018 through March 19, 2018
City Council Approval	April 2018
Notice to Proceed (anticipated)	April 2018
Contract Effective	April 2018

**8.0 PERIOD OF ACCEPTANCE**

Proposer acknowledges that by submitting the Proposal, Proposer 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 Proposer notes a different period.

**9.0 TAX EXEMPTION**

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

**10.0 COST INCURRED IN RESPONDING**

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 Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

**11.0 NEGOTIATIONS**

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

**12.0 CONTRACT INCORPORATION**

The contract documents shall include the RFP, the Response to the RFP, the City’s Professional Services Agreement (Attachment B to this RFP) and such other terms and conditions as the parties may agree.

**13.0 NON-ENDORSEMENT**

If a Proposal is accepted, the successful Proposer, hereinafter “Consultant,” 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 Proposer’s services.

**14.0 UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposers’ contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, the Minority and Business Enterprise (MBE) Office, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City’s Consultant, or directly or indirectly through others, seek to influence any City Council member, City staff, or City’s Consultant regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**15.0 PROPOSAL EVALUATION PROCESS**

- 15.1 An evaluation committee shall evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the City Manager. Selection of a firm may be made without discussion with Proposers after proposals are received. Proposals shall, therefore, be submitted on the most favorable terms.
- 15.2 The City's evaluation panel shall review all responsive submittals and select the best evaluated proposals for further interview.
- 15.3 The City anticipates selecting Proposer(s) that shall be recommended to the City Council for award of a contract to provide the requested professional services to the City of Fort Worth.
- 15.4 The City reserves the right to reject any or all proposals.

**16.0 PROPOSAL EVALUATION FACTORS**

- 16.1 Content of Proposal up to **35** points available
  - 16.1.1 The extent to which the proposal addresses the purpose and scope of the project as outlined in the RFP; presentation of a logical methodology and cohesive work plan that shall produce a manageable strategic plan.
- 16.2 Public Library Experience, Knowledge and Abilities up to **35** points available
  - 16.2.1 The extent to which the proposal demonstrates comprehensive experience, and knowledge of the elements required to satisfy the scope of the project successfully; indicates command of the skills needed to create and execute a successful work plan based on customized needs.
- 16.3 References (**EXHIBIT C**) up to **10** points available
  - 16.3.1 The extent to which the proposal includes references that have successful relevant work experience with similar public libraries.

16.4 Cost up to 20 points available

16.4.1 The extent to which the proposed budget represents a competitive cost for the scope of the project, the services offered, and the perceived value of the Plan's outcomes for the library over the next five (5) years.

## **17.0 GENERAL PROVISIONS**

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

## **18.0 ERRORS OR OMISSIONS**

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 of Fort Worth 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.

## **19.0 TERMINATION**

19.1 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 thirty (30) 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 of Fort Worth.

19.2 Further, the City of Fort Worth 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 of Fort Worth shall return any delivered but unpaid goods in normal condition to the Consultant.

## **20.0 TERMINATION, REMEDIES, AND CANCELLATION**

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.

## **21.0 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 shall be made in writing by the City of Fort Worth's Library Department and approved by City Council if dollar amount is over \$50,000.00.

**22.0 VENUE**

The agreement(s) shall 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.

**23.0 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.

**24.0 INSURANCE**

The Consultant shall carry insurance in the types and amounts for the duration of this agreement as listed below, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. All General Liability and Business Auto Policies shall name the City of Fort Worth as an Additional Insured by endorsement.

24.1 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:

Coverage and Limits

- (a) Commercial General Liability (CGL) Insurance  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate Limit
  
- (b) Non-Profit Organization Liability or Directors & Officers Liability  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate Limit  
  
Directors and Officers Liability coverage shall be in force and may be provided on a claim’s made basis. This coverage may also be referred to as Management Liability, and shall protect the insured against claims arising out of alleged errors in judgment, breaches of duty and wrongful acts arising out of their organizational duties. Coverage shall protect not only the entity, but all past, present and future directors, officers, trustees, employees, volunteers and committee members.
  
- (c) Business Automobile Liability Insurance  
\$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  
\$2,000,000 Aggregate

Insurance policy shall be endorsed to cover “Any Auto”, defined as autos owned, hired, and non-owned.

Pending availability of the above coverage and at the discretion of City, the policy shall be the primary responding insurance policy versus a personal auto insurance policy if or when in the course of Consultant's business as contracted herein.

(d) Worker's Compensation Insurance

PART A: Statutory limits

PART B: Employer's liability

\$100,000	Each accident/occurrence
\$100,000	Disease - per each employee
\$500,000	Disease - policy limit

The Workers' Compensation Insurance policy shall be endorsed to include a waiver of subrogation, also referred to as a waiver of rights of recovery, in favor of City.

**25.0 CONTRACT CONSTRAINTS AND CONDITIONS**

- 25.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Fort Worth, laws of the State of Texas, and applicable federal laws.
- 25.2 The Contract(s) awarded from this RFP shall be executed for a one (1) year initial term with one (1) one-year option to renew at the City's sole discretion. The renewal option may be exercised automatically by the City.

**26.0 INVOLVEMENT OF MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE) WAIVER**

A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office, in accordance with the Business Diversity Enterprise (BDE) Ordinance, because the application of the provisions of this ordinance shall impose an economic risk on the City or unduly delay acquisition of the goods or services.

**27.0 COOPERATIVE PURCHASING**

- 27.1 Shall other governmental entities decide to participate in this contract, Proposers, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
- 27.2 If the successful Proposer agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Fort Worth shall 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 shall be billed directly to that governmental entity and paid by that governmental entity. The City of Fort Worth shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed



## **28.0 PAYMENT**

All payment terms shall be “Net 30 Days” unless specified in the proposal.

28.1 Service provider shall invoice no more frequently than monthly for services provided.

28.2 Invoices shall be submitted to the City department that ordered and received the services provided.

28.3 Successful proposers 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/finance>.

## **29.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295**

The successful Proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation before the purchase/contract shall be presented to the City Council. The form may be completed at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## **30.0 CHANGE IN COMPANY NAME OR OWNERSHIP**

The Consultant 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 shall sign the letter. A letter indicating changes in a company name or ownership shall 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.

## **31.0 BACKGROUND**

The Fort Worth Library (Library) operates as a department of the City of Fort Worth, Texas. The Library primarily serves residents of Fort Worth, which is the 16<sup>th</sup> largest City in the nation (2016 population estimate 837,000), and one of the most rapidly growing cities. If growth continues at the current rate, the City’s population is expected to exceed one (1) million by the year 2030. The area of the City covers nearly 300 square miles. The Library system consists of the Central Library in downtown Fort Worth, 13 Library branches across the City, and two (2) satellite branches located within public housing communities. The Library’s 2018 operating budget is \$20.8 million with 237 employees. The Library Director is one of the many department heads who report to the City Manager. The Library Department has an advisory board comprised of appointees of City Council members. There are also two (2) support groups: The Friends of the Fort Worth Public Library, Inc., and The Fort Worth Public Library Foundation.

The Library Department completed a strategic plan in 2011, “*The 20/20 Vision Plan*”, (<http://fortworthtexas.gov/library/about/2020-vision/>) which built on the Library’s 2004, “*Long Range Services Plan*”, (<http://fortworthtexas.gov/library/about/long-range-services-plan/>). The “*20/20 Vision Plan*” assessed and made specific recommendations for facilities. It also promoted the use of market segmentation analysis to develop branch library profiles which guide management in making decisions. The 2014 Bond election provided \$12.4 million to expand the

system by adding two (2) new libraries, one of which is under construction and due to open Fall of 2018, and another branch currently in the design phase and due to open Fall of 2019.

The library is one of seven (7) member libraries comprising a consortium known as MetrOPAC which shares reciprocal services through inter-local agreements. The MetrOPAC uses the Polaris Integrated Library Systems (ILS) to manage access to each other's collections.

Most of the public schools within the City's Legal Jurisdiction are in the Fort Worth Independent School District (FWISD). Portions of smaller public school districts also lie within the City limits, as do numerous private schools at all grade levels. Universities and colleges with campuses located within the City include: Texas Christian University, Texas Wesleyan University, the University of Texas at Arlington, Tarleton State University, The University of North Texas Health Center, Texas A&M School of Law and Tarrant County College.

Additional information about the Library and Fort Worth, Texas may be found on the following websites:

Fort Worth Library	<a href="http://fortworthtexas.gov/Library/">http://fortworthtexas.gov/Library/</a>
City of Fort Worth	<a href="http://fortworthtexas.gov/">http://fortworthtexas.gov/</a>
Fort Worth Chamber of Commerce	<a href="https://www.fortworthchamber.com/">https://www.fortworthchamber.com/</a>
Downtown Fort Worth, Inc.	<a href="https://www.dfw.org/">https://www.dfw.org/</a>
Fort Worth Independent School District	<a href="https://www.fwisd.org/">https://www.fwisd.org/</a>

## **32.0 SCOPE OF SERVICES**

The City seeks a Consultant who shall engage in a collaborative, interactive process and has experience in both service design and strategic planning for the 21st century public library. The Strategic Services Plan shall be aspirational in vision, but realistic and manageable for implementation. The plan shall be comprehensive with the exception of Library facilities. Specific attention shall be given to the materials collection, technology, staffing profiles and utilization of the Library's existing access to market segmentation analysis. The Strategic Plan shall be both complimentary to and consistent with the values and goals of the City.

Consultants shall collaborate and maintain communication with Library Leadership, as well as provide regular updates and status reports on progress. If selected for consideration as a finalist, respondents shall be asked to participate further in the selection process through interviews, presentations or provision of additional information that may be necessary to determine appropriateness for selection and award of the project. The City does not pay for nor reimburse for travel expenses.

32.1 The Strategic Service Plan shall address the following elements:

- 32.1.1 Community engagement and participation in the process;
- 32.1.2 Staff engagement and participation in the process;
- 32.1.3 New mission, vision and values based on results of community input;
- 32.1.4 Key service areas and goals that address the community's needs and expectations for the exceptional customer experiences;

- 32.1.5 Recommendations that integrate valued existing services with new services;
- 32.1.6 Timeline for implementing the plan over the next five (5) years;
- 32.1.7 Detailed action plans that are manageable, and shall provide ongoing direction for the library staff with specified objectives, outcomes and performance measures;
- 32.1.8 Detailed and structured implementation roles for staff accountability;
- 32.1.9 Recommendations for related communication and marketing strategy;
- 32.1.10 Recommendations for assessing the success and impact of the Plan both during and after implementation;
- 32.1.11 Recommendations for next steps post-implementation.

### **33.0 CONTENT OF PROPOSAL**

Proposals shall adequately address all evaluation factors and include, but are not limited to the following:

33.1 Detailed explanation of the methodology, tools, resources and standards that Consultant shall use to:

33.1.1 Lead community focus groups and other public input activities;

33.1.2 Lead staff input meetings and activities;

33.1.3 Report on analysis and findings during the process;

33.1.4 Create and write the plan document:

- A project timeline based on clearly identified phases with corresponding milestones and deliverables to include proposed meetings, focus groups and site visits. The timeline shall clearly represent the amount of time that shall be spent on-site vs. off-site;
- Process for providing regular updates and status reports;
- A corresponding budget that shows the itemized cost for the project and services as reflected in the timeline;
- Quality control measures the Consultant shall use to assure the final plan meets expectations of the City;
- Description of how the final plan shall be published (document formats, etc.) and presented;
- Descriptions of the Consultant's experiences and expertise as they relate to the desired services and product(s). Name, qualifications and relevant resume information for all Consultants or subcontractors having key management responsibilities for this project;
- At least two (2) samples of similar strategic plans for comparable public libraries. Include website links or other information needed to access plans available online for public viewing;
- Any requirements or expectations to be met by the City and project participants necessary to achieve a successful outcome;
- The City is interested in knowing about optional value-added services related to the Plan and corresponding cost estimates.

**34.0 CONSULTANT REFERENCES (EXHIBIT C)**

34.1 The Consultant shall provide a minimum of three (3) client references from public libraries for which comparable services were provided. Recent references for work completed within the last five (5) years shall be given greater consideration. The Consultant shall provide all reference information on Exhibit “C”, “**Consultant References**”. Client references shall include the following:

34.1.1 Name, Organization, Address, Telephone Number and E-mail Address;

34.1.2 Description of Service provided, start and completion dates of service.

34.2 The City’s evaluation team shall make all reasonable attempts to reach the specified references. In the event references do not call back, the evaluation team shall consider it a non-reference;

34.3 References shall be from an entity similar to that of the City, in terms of size and scope of service to be provided.

**35.0 TERM**

35.1 The initial contract rate shall remain in effect for at least the year of the Contract. Any agreed upon renewal shall include a rate adjustment if agreed to by both parties. The renewal agreements (including rate adjustments) and any contract addenda, shall be in writing and signed by representatives of the City and the Contractor. Price decreases shall be passed on to the City immediately.

**36.0 BILLING**

36.1 The Contractor shall provide a single bill for all services to the Information Library Department;

36.2 The invoices shall include a sample of itemized invoices to be submitted with the proposal;

**37.0 COSTS**

37.1 The Consultant shall document all costs in **Exhibit “B”**, “**Cost Schedule**”, to complete their proposal. Any assumption in developing cost shall be clearly documented. Consultants shall not include any sales tax in their cost. If there are any additional fees, they shall be clearly identified in the response;

37.2 Other Costs:

37.2.1 The Consultant shall identify any other costs the City may incur. Charges not listed in proposals will not be accepted by the City once contracts are awarded.

## **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) shall 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. By law, the Questionnaire shall 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 shall 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

**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 in this section is being disclosed.

\_\_\_\_\_  
 Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by 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?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 8/7/2015

**ATTACHMENT B**  
**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 Susan Alanis, its duly authorized Assistant City Manager, and \_\_\_\_\_ (“Consultant”), a \_\_\_\_\_ Corporation and acting by and through \_\_\_\_\_, its duly authorized \_\_\_\_\_, each individually referred to as a “party” and collectively referred to as the “parties.”

**CONTRACT DOCUMENTS:**

The Contract documents shall include the following:

1. This Agreement for Professional Services
2. Exhibit A – Statement of Work plus any amendments to the Statement of Work
3. Exhibit B – Price Schedule
4. Exhibit C – Signature Verification Form

**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 [\$insert amount] 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 shall 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 subConsultant agreements hereunder a provision to the effect that the subConsultant 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 subConsultant involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subConsultant 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 subConsultant reasonable notice of intended audits.

**7. INDEPENDENT CONSULTANT.**

It is expressly understood and agreed that Consultant shall operate as an independent Consultant 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, Consultants and subConsultants. 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, Consultants and subConsultants. 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 subConsultant shall execute a written agreement with the Consultant referencing this Agreement under which the subConsultant 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  
\$2,000,000 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 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) Professional Liability (Errors & Omissions)
  - \$1,000,000 Each Claim Limit
  - \$1,000,000 Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage 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 except Workers' Compensation shall be endorsed to name the City as an additional insured thereon, as its interests may appear. All policies shall contain a Waiver of Subrogation for the benefit of the City of Fort Worth. 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, subConsultants 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, subConsultants 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: [insert department/contact]  
200 Texas Street  
Fort Worth TX 76102-6314  
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 Consultant, 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.

**25. CHANGE IN COMPANY NAME OR OWNERSHIP**

Broker shall 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 Broker 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.

**26. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Broker acknowledges that in accordance with Chapter 2270 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" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Broker certifies that Broker's signature provides written verification to the City that Broker: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FORT WORTH:**

*[NAME OF CONSULTANT]:*

By: \_\_\_\_\_  
Assistant City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

By: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Assistant City Attorney

**CONTRACT AUTHORIZATION:**

**M&C:** \_\_\_\_\_

**Date Approved:** \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**COST SCHEDULE**



**EXHIBIT C**  
**CONSULTANT REFERENCES**

**Please Complete and Return This Form with the Proposal**

The Consultant shall furnish, with the RFP, the following information, for at least three (3) recent references to whom products and/or services have been provided that are similar to those required by this RFP.

1.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number (    )	Fax Number (    )
	Description of Service	_____
	Start/Completion Date	_____
2.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number (    )	Fax Number (    )
	Description of Service	_____
	Start/Completion Date	_____
3.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number (    )	Fax Number (    )
	Description of Service	_____
	Start/Completion Date	_____

**EXHIBIT D**  
**MILESTONE ACCEPTANCE FORM**

Services Delivered: \_\_\_\_\_

Milestone / Deliverable Ref. #: \_\_\_\_\_

Milestone / Deliverable Name: \_\_\_\_\_

Unit Testing Completion Date: \_\_\_\_\_

Milestone / Deliverable Target Completion Date: \_\_\_\_\_

Milestone / Deliverable Actual Completion Date: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments (if needed):  
\_\_\_\_\_  
\_\_\_\_\_

**Approved by Consultant:**

**Approved by City Department Director:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For Director Use Only	
Contracted Payment Amount:	_____
Adjustments, including penalties:	_____
Approved Payment Amount:	_____

**EXHIBIT E**  
**VERIFICATION OF SIGNATURE AUTHORITY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind the Company and to execute any agreement, amendment or change order on behalf of Company. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Company. The City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Company. Company shall submit an updated Form within ten (10) business days if there are any changes to the signatory authority. The City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by the Company.

1. Name:  
Position:

\_\_\_\_\_  
Signature

2. Name:  
Position:

\_\_\_\_\_  
Signature

3. Name:  
Position:

\_\_\_\_\_  
Signature

Name:

\_\_\_\_\_  
Signature of President / CEO

Other Title: \_\_\_\_\_

Date: \_\_\_\_\_