



REQUEST FOR QUALIFICATIONS PROFESSIONAL ART SERVICE PROVIDERS

Deadline: Thursday, September 25, 2025 @ 5:00 p.m. Central Standard Time

Fort Worth Public Art (FWPA), a City of Fort Worth program managed by the Arts Fort Worth (AFW) requests qualifications from local professional art service providers for services assisting with public art collection management initiatives including but not limited to ongoing general maintenance, repairs and restoration, and installations of public art. Firms and individuals outside of the Dallas Fort Worth Metroplex will not be considered.

Qualifications must be submitted to talkto@artsfortworth.org copying jconn@artsfortworth.org using subject: **FWPA Art Service Providers**.

No hand delivered or mailed packages will be accepted or acknowledged.

It is the responsibility of the applicant to ensure all relevant information is included in its submittal. Applicants are advised to carefully examine all requirements of this Request for Qualifications. Any questions regarding the completeness or substance of the requirements must be submitted by email no later than Tuesday, September 16, 2025 at talkto@artsfortworth.org copying jconn@artsfortworth.org.

Arts Fort Worth reserves the right to accept or reject any or all Qualifications, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award non-exclusive contracts on terms and conditions that best serve the Fort Worth Public Art Program.

Purpose

The purpose of this Request for Qualifications is to establish a non-exclusive, pre-qualified list of professionals to provide various services to maintain the integrity of the city's public art collection.

Interested applicants will demonstrate interest, knowledge, range, organizational capability, and skills to assist the FWPA program in caring for a growing collection of artworks in the FWPA Collection and demonstrate the capability to deliver consistently quality service. Sufficient staffing and resources to promptly address maintenance and/or conservation needs is required.

Submittals will be reviewed by a representative of the Fort Worth Art Commission, the City of Fort Worth and Arts Fort Worth staff. Successful candidates will be chosen based upon responses to the following evaluation factors:

- Qualifications and work experience
- Ability to provide various specified and related services
- References
- Fee Schedule

By submitting to this RFQ, the applicant acknowledges and agrees to meet the requirements of the annual agreement with the City of Fort Worth (City) including insurance requirements.

Applicants selected for the FWPA Pre-Qualified List of Professional Art Service Providers will enter into a non-exclusive vendor services agreement with the City of Fort Worth. The initial one-year term of the agreement shall begin no sooner than October 1, 2025, expiring on September 30, 2026, and may be terminated by the City at any time without penalty or cause. Upon the expiration of the Initial Term, the Agreement may renew automatically under the same terms and conditions for up to four (4) one-year renewal periods unless City or Vendor provides the other party with notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or renewal period.

BACKGROUND AND SCOPE OF SERVICES

The City of Fort Worth commissions permanent public artwork and maintains a public art collection including works in various mediums including: 2-D artworks, sculpture, painted and tile murals, mixed media installations, and functional enhancements. Most artworks are sited on and in City of Fort Worth properties in all council districts.

The Request for Qualifications is open to professional art service providers who are qualified in one or more of the following categories but is not limited to:

- General cleaning of outdoor artwork
- Artwork repair or restoration
- Artwork installation including large-scale sculpture and 2-D artworks
- Transportation and shipping
- Crating and packing
- Archival Framing

Art service providers must provide all necessary materials and equipment to complete scope of work detailed in service agreements.

CONTRACT DOCUMENTATION

All contract documents are attached as the following exhibits:

- Attachment A — Vendor Services Agreement
- Attachment B — Insurance Requirements

SUBMISSION REQUIREMENTS

Submissions must include all the requested information listed below. *Incomplete submissions will not be reviewed.*

- 1) Letter of Interest signed by a person authorized to bind the Applicant.
- 2) Firm information: Organizational history, location of firm, and any materials that support professional qualifications. Describe any litigation that has occurred in the previous five (5) years.
- 3) Statement of Qualifications and Experience: Proof of experience, firm stability, and history of performance on projects of a similar nature and scope will be considered.
- 4) Rate Schedule: Detail costs for standard hourly rates for specific services, markup policy, and any and all fees applicable.
- 5) Proof of Insurance
By signing its Qualifications, art service provider acknowledges that it has read and understands the insurance requirements for the Qualifications. Art service provider also understands that the evidence of required insurance must be submitted within fifteen (15) days following request for this certificate from the City of Fort Worth or the FWPA.

All complete submittals will be reviewed by a Selection Panel that includes, at minimum, a representative of the City of Fort Worth, the Fort Worth Art Commission and Arts Fort Worth. The Selection Panel shall determine if the selection can be made on the basis of the written materials only, or if further information or interviews, via teleconferencing, are necessary. Failure to provide additional information or respond to an interview invitation in a timely manner may result in a determination that the applicant is non-responsive.

AFW reserves the right to reject any or all submissions to this RFQ for Art Service Providers, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalances or conditional quotes and to reject the submission of any Applicant if AFW believes that it would not be in the best interest of the collection management program to make an award to that Applicant, whether because the submission is not responsive or the Applicant is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by AFW. AFW also reserve the right to waive informalities not involving price, contract time or changes in the Work with the Successful Applicant(s).

Additionally, the Selection Panel will evaluate and award points to each Applicant based upon the evaluation criteria as outlined below, with a maximum number of points possible for each criteria and not the minimum number that may be awarded.

A. Letter of Interest - 5 points

Please provide a letter of interest indicating ability and availability to provide services relevant to the FWPA Collection Management program, including an overall understanding of the services they may be called upon to provide.

B. Firm Information – 20 points

Please include identification information, legal name, location of principal office, ability to provide services in the State of Texas, general description of services provided by firm and number of years in business, and any claims or litigation against the firm within the last five years explaining the circumstances and outcome. Identify each key personnel member that will render services related to this project including title and relevant experience and indicate their roles and responsibilities for services to be provided. Location and availability of the firm will be considered.

C. Qualifications and Work Experience - 30 points

Please provide a detailed description of experience in services listed in this RFQ, including at least three successful projects within the past thirty-six (36) months. “Successful completion” means completion of a project within the established schedule and budget. Project information shall include, at a minimum: name of company or organization; contact name; contact address; telephone number and email address; and project description and services provided. Use the Reference Sheet attached as Attachment C. References will be checked. Applicant agrees that all information is accurate and current and authorizes the City’s representative to verify all information from these references and releases the City and its representative from any liability in connection with the information provided.

D. Rate Schedule – 40 points

Please provide rates for specific services, standard hourly rates, reimbursables and any other costs or fees necessary to complete scope of work.

E. Proof of Insurance - 5 points

By signing its Qualifications, Applicant acknowledges that it has read and understands the insurance requirements for the agreement. Applicant also understands that the evidence of required insurance must be submitted within fifteen (15) days following the signing of a Vendor Services Agreement. Insurance requirements are attached as Attachment "B".

SUBMISSION INSTRUCTIONS

Please include "FWPA Art Service Providers" in the subject line. Applicants will receive notification by return email that the submission was received.

If you intend to respond to this RFQ, please send a brief email stating that to talkto@artsfortworth.org copying jconn@artsfortworth.org so that you will receive any updates to the RFQ as soon as possible.

Questions may only be submitted by email no later than Tuesday, September 16, 2025. Clarifications, additional information, corrections or changes to the Request for Qualifications will be made available in a timely manner to all known applicants.

The City of Fort Worth and Arts Fort Worth are not responsible for non-receipt. If you have submitted materials in advance of the deadline, and have not received notification, please call Jennifer Conn at (817) 919-2234 between the hours of 9:00 a.m. and 5:00 p.m. CST.

Attachment “A” Vendor Services Agreement

VENDOR SERVICES AGREEMENT **FOR PROFESSIONAL ART SERVICES FOR THE** **FORT WORTH PUBLIC ART COLLECTION**

This **VENDOR SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a Texas home rule municipal corporation, acting by and through _____, its duly authorized Assistant City Manager, and _____, ____ (“Vendor”), a _____, and acting by and through _____, its duly authorized _____, each individually referred to as a “**party**” and collectively referred to as the “**parties.**” The City of Fort Worth has designated the Arts Council of Fort Worth and Tarrant County, Inc. d/b/a Arts Fort Worth (“Contract Manager”), to manage this Agreement on its behalf.

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Vendor Services Agreement;
2. Exhibit A – Service Delivery Order;
3. Exhibit B – Vendor’s Rate and Fee Schedule;
4. Exhibit C – Texas Sales Tax and Local Sales Tax Exemption Certificate; and
5. Exhibit D – Verification of Signature Authority Form.

All exhibits are attached hereto and incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of any exhibit and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. SERVICES.

- 1.1 Service Delivery Order – Vendor shall fully provide, or cause to be provided, with good faith and due diligence, professional art services for the Fort Worth Public Art Collection (FWPA Collection) in accordance with the terms of this Agreement (“Services”). The Services shall be based on the Public Art Annual Work Plan, as approved annually by the Fort Worth City Council as part of the City’s agreement with the Contract Manager for administration of the public art program, and on a non-exclusive and as-needed basis at the direction of the Contract Manager. All Services shall be carried out in accordance with fully executed Service Delivery Orders, an example of which is attached as **Exhibit A –Service Delivery Order**, which shall more specifically describe the Services to be provided and any additional terms and conditions set forth in such addenda related to the Services.
- 1.2 Vendor shall provide all supplies, materials, and equipment necessary to provide deliverables and the Services required unless otherwise agreed to by the parties, in writing, in advance of the Services.

- 1.3 Existing conditions hidden or concealed and not available for reasonable visual observation discovered during the performance of the Services will be reported promptly to the Contract Manager prior to commencing any further Services.
- 1.4 Upon request by the Vendor, the City may furnish all information, materials and assistance required by the Vendor to perform the Services to the extent that such materials and assistance are necessary and available.
- 1.5 Vendor, individually and through its approved subcontractors, shall take all necessary precautions to protect and preserve the FWPA Collection. If City determines, in its sole discretion, that Vendor or the Vendor's subcontractors have damaged the FWPA Collection, then City shall inform Vendor, in writing, of the damage. Vendor, at its own expense, shall have thirty (30) days from receipt of City's written notice to repair the damage to the FWPA Collection to the satisfaction of City and at no charge to City. If Vendor fails to repair the damage to the satisfaction of City within thirty (30) days after receipt of the notice, or within the deadline otherwise agreed to by the parties, then City shall have the right to deduct the cost of repairs from any remaining or future payment due to Vendor under this Agreement, which shall be in addition to any and all other rights and remedies available to City at law or in equity.

2. **TERM.**

This Agreement shall begin on _____, 20__ ("Effective Date") and shall expire on September 30, 2026 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). City shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to four (4) one-year renewal options, at City's sole discretion.

3. **COMPENSATION.**

City shall pay Vendor the hourly rates of Vendor personnel who perform specific services under this Agreement in accordance with the provisions of this Agreement and **Exhibit B – Vendor's Rate and Fee Schedule**. Total payment made under this Agreement for the first year by City shall be **an amount not to exceed _____ Dollars (\$ _____.)**. Vendor shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless Contract Manager requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless Contract Manager first approves such expenses in writing.

- 3.1 Services outlined in this Agreement and subsequent Service Delivery Orders are based on hourly rates in accordance with Vendor's Rate and Fee schedule, plus reasonable expenses, approved in advance by the Contract Manager, and supported with receipt of documentation at invoicing, with total fee including, but not limited to, all reimbursable expenses.
- 3.2 Additional services, supplies, rentals, or deliverables must be approved by the Contract Manager in writing in advance of performance, and the Vendor will be compensated for any such additional services or reimbursables as agreed to by the parties.
- 3.3 Payment from City to Vendor shall be made on an invoice basis for Services rendered following receipt by Contract Manager from Vendor of a signed invoice. The invoice shall be submitted to Contract Manager no later than the 15th day following the end of each month. If the Contract Manager requires

additional reasonable documentation, it shall request the same promptly after receiving the above-described information, and the Vendor shall provide such additional reasonable documentation to the extent the same is available.

- 3.4 The City is a tax-exempt organization and no state or local sales taxes or federal excise taxes shall be due. The City shall supply the Vendor with the "Texas Sales Tax and Local Sales Tax Exemption Certificate" in substantially the same form as that attached hereto and incorporated herein as **Exhibit C** for use by the Vendor in the fulfillment of this Agreement.
- 3.5 The Vendor shall be responsible for the payments of all expenses that are incurred during the performance of this Agreement, including, but not limited to, services, materials, mailing/shipping charges and insurance on submissions to the Contract Manager, cost of all travel, and costs for the Contractor's agents, consultants, and/or employees necessary for the proper performance of the Services required under this Agreement.
- 3.6 In the event of a disputed or contested billing, only the portion being contested will be withheld from payment, and the undisputed portion will be paid. Contract Manager will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until the contest has been mutually resolved.
- 3.7 For contested billings, the City shall make payment in full to Vendor within sixty (60) days of the date the contested matter is resolved.
- 3.8 Vendor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **VENDOR SHALL DEFEND AND INDEMNIFY THE CITY AND CONTRACT MANAGER FROM ANY CLAIMS OR LIABILITY ARISING OUT OF THE VENDOR'S FAILURE TO MAKE THESE PAYMENTS.**

4. TERMINATION.

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

4.2 Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

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

5.3 Unauthorized Access. Vendor 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. Vendor shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. RIGHT TO AUDIT.

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

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Vendor shall operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor 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 subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* shall not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, Vendors and subcontractors. Vendor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees or subcontractors of Vendor. Neither Vendor, nor any officers, agents, servants, employees or subcontractors of Vendor shall be entitled to any employment benefits from City. Vendor shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

8. LIABILITY AND INDEMNIFICATION.

8.1 **LIABILITY - VENDOR 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 VENDOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

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

9. ASSIGNMENT AND SUBCONTRACTING.

9.1 **Assignment.** Vendor shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of Contract Manager. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor and Assignee shall be jointly liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

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

10. INSURANCE.

Vendor shall provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any 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 occurrence on a combined single limit basis

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

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the work is being performed

Employers' liability

\$100,000 - Bodily Injury by accident; each accident/occurrence

\$100,000 - Bodily Injury by disease; each employee

\$500,000 - Bodily Injury by disease; policy limit

10.2 General Requirements

- (a) The commercial general liability and automobile liability policies shall name City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.
- (b) The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of City.
- (c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of City to request required insurance documentation shall not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that Vendor has obtained all required insurance shall be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

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

Vendor agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it

produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Vendor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor'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 VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONTRACTORS OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. NOTICES.

Notices required pursuant to the provisions of this Agreement 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:

<p>To CITY:</p> <p>City of Fort Worth Attn: Dana Burghdoff, Assistant City Manager 100 Fort Worth Trail Fort Worth, TX 76102</p> <p>Copies to: Trey Qualls, Office of the City Attorney 100 Fort Worth Trail Fort Worth, TX 76102</p> <p>Anne Allen, Arts Fort Worth 512 W. 4th Street Fort Worth, TX 76102</p>	<p>To VENDOR:</p> <p>_____, _____ _____, <u>Title</u> _____ _____</p>
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14. SOLICITATION OF EMPLOYEES.

Neither City nor Vendor 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. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. GOVERNMENTAL POWERS.

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

16. NO WAIVER.

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

17. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action 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.

City and Vendor 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, 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, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or its exhibits.

22. AMENDMENTS/ MODIFICATIONS/ EXTENSIONS.

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

23. ENTIRETY OF AGREEMENT.

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

24. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

25. WARRANTY OF SERVICES.

Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

26. IMMIGRATION NATIONALITY ACT.

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

27. OWNERSHIP OF WORK PRODUCT.

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as

amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

28. 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. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as Exhibit "D". Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

29. CHANGE IN COMPANY NAME OR OWNERSHIP

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

30. ISRAEL.

If Vendor is a company with ten or more full-time employees and this Agreement is for \$100,000 or more, Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. To the extent that Chapter 2271 of the Texas Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that *by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.*

31. ENERGY COMPANIES.

If Vendor is a company with ten or more full-time employees and this Agreement is for \$100,000 or more, Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Section 809.001 of the Texas Government Code. To the extent that Chapter 2276 of the Texas Government Code is applicable to this Agreement, *by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor t: (1) does not*

boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

32. FIREARMS AND AMMUNITIONS INDUSTRIES.

If Vendor is a company with ten (10) or more full-time employees and this Agreement is for \$100,000 or more, Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of the contract. The terms “discriminate,” “firearm entity,” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code. To the extent that Chapter 2274 of the Texas Government Code is applicable to this Agreement, *by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples this ____ day of _____, 20__.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: _____ Name: Dana Burghdoff_ Title: Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Midori Clark Title: Library Director</p> <p>ATTEST:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Jennifer Conn Title: Public Art Collection Manager, Arts Fort Worth</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Trey Qualls Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: No M&C Required</p>

VENDOR:

<p>_____, ____</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>ATTEST:</p> <p>By: _____ Name: _____ Title: _____</p>
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**EXHIBIT A
SERVICE DELIVERY ORDER**

**SERVICE DELIVERY ORDER TO VENDOR SERVICES AGREEMENT CSC [CONTRACT
NUMBER] BETWEEN [FIRM/INDIVIDUAL NAME] AND THE CITY OF FORT WORTH
FOR PROFESSIONAL ART SERVICES FOR THE FORT WORTH PUBLIC ART
COLLECTION**

Multi-Year Vendor Services Delivery Order

This Multi-Year Vendor Services Delivery Order form shall be governed by all the terms and conditions of the agreement referenced below. The Agreement sets forth that Services to be provided shall be based on the Fort Worth Public Art Annual Work Plan and on an as-needed basis as determined by Contract Manager in accordance with this Vendor Services Delivery Order.

Sponsoring (Client) Department:	Library
City Secretary Contract Number:	City Secretary Contract Number
Delivery Order Number:	_____
Project Name:	_____
Professional Services Firm:	[FIRM NAME]
Date of Contract:	_____
Delivery Order Date:	_____
City's Contract Manager:	Arts Forth Worth

Treatment Request attached hereto:

Scope of Work and fee proposal per [FIRM]., letter dated [DATE],
Subject: [ARTWORK TITLE] PROJECT (attached).

Fund/Account/Center No.:	_____
Notice to Proceed Date for this Delivery Order:	_____
Completion Date for this Delivery Order:	_____

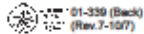
CITY OF FORT WORTH:	[CONTRACT NAME]:
----------------------------	-------------------------

By: _____ Dana Burghdoff Assistant City Manager	By: _____ [NAME] [TITLE]
---	--------------------------------

Date: _____	Date: _____
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EXHIBIT B
RATE AND FEE SCHEDULE

EXHIBIT C
TEXAS SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE



Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency City of Fort Worth, Texas	
Address (Street & number, P.O. Box or Route number) 100 Fort Worth Trail	Phone (Area code and number) 817-392-8500
City, State, ZIP code Fort Worth, Texas 76102	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **All Vendors**


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here  <small>Reginald Zero (Mar 13, 2024 10:23 CDT)</small>	Title Chief Financial Officer	Date 03/13/2024
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

EXHIBIT D
VERIFICATION OF SIGNATURE AUTHORITY

Vendor hereby agrees to provide City with independent audit basic financial statements, but also the fair presentation of the financial statements of individual funds.

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

1. Name:
Position:

Signature

2. Name:
Position:

Signature

3. Name:
Position:

Signature

Name:

Signature of President / CEO

Other Title: _____

Date: _____

Attachment “B” Insurance

INSURANCE REQUIREMENTS

PUBLIC ART PROJECTS - INSURANCE REQUIREMENTS

Contractor shall meet all the following insurance requirements for this Project. If Contractor subcontracts fabrication, transportation, and/or installation of the Work, then Contractor shall also require his/her subcontractor(s) to abide by all of the following insurance requirements.

Commercial General Liability (CGL)

\$1,000,000	Each occurrence
\$2,000,000	Aggregate limit

Coverage shall include, but not be limited to, the following: premises, operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and be as comprehensive as the current Insurance Services Office (ISO) policy. The policy shall name City as an additional insured.

Bailee’s/Property (if applicable)

The inland marine policy shall provide per occurrence coverage at replacement cost value based on the latest appraised value of the Artwork, which is entrusted to the Contractor and is considered to be in the Contractor’s care, custody, and control and shall include property “in transit.”

Automobile Liability

\$1,000,000	Each accident
or	
\$250,000	Bodily Injury per person
\$500,000	Bodily Injury per occurrence
\$100,000	Property Damage

A commercial business policy shall provide coverage on "Any Auto," defined as autos owned, hired and non-owned.

For Contractor and/or Contractor’s Subcontractors who have employees: Workers' Compensation

Statutory limits

Employer's liability

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

Workers’ Compensation coverage shall provide limits consistent with statutory benefits outlined in the Texas workers’ Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.).

GENERAL POLICY REQUIREMENTS

The certificate of insurance shall include an endorsement naming the City of Fort Worth, its’ Officers, Employees and Volunteers as an “Additional Insured” on all liability policies. Exception: the additional insured requirement does not apply to Workers’ Compensation or Automobile policies.

Contractor is responsible for providing the City a thirty day (30) notice of cancellation or non-renewal of any insurance policy and may not change the terms and conditions of any policy that would limit the scope or coverage, or otherwise alter or disallow coverage as required herein.

The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of the City of Fort Worth. The insurers for all policies must be licensed/approved to do business in the State of Texas. If the subcontractor is an international entity and carries insurance through an international insurance company, then the subcontractor must obtain language on their certificate of insurance confirming that its insurance policy extends coverage to operations in the United States. All insurers must have a minimum rating of A- VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

Unless otherwise stated, all required insurance shall be written on an "occurrence basis."

The deductible or self-insured retention (SIR) affecting required insurance coverage shall be acceptable to and approved in writing by the Risk Manager of City of Fort Worth in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by City's Risk Manager.

City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to City of Fort Worth. City shall be required to provide prior notice of ninety days.

City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.

Attachment "C"

REFERENCE SHEET

Please complete and return this form with your quotation.

Bidders shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1.	Company's Name		
	Name of Contact		
	Title of Contact		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number ()
	Email		
2.	Company's Name		
	Name of Contact		
	Title of Contact		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number ()
	Email		
3.	Company's Name		
	Name of Contact		
	Title of Contact		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number ()
	Email		