



City of Dallas



Request for Competitive Sealed Proposal
Project Title: Underwriting and Loan Services
Buyer Solicitation Number: BDZ23-00023128

Scope of Work

I. Introduction, Purpose and Intent

This request for proposals is intended to set forth the requirements to establish five-year agreements for underwriting of loans for applicants seeking financial assistance for brownfields cleanup from the City of Dallas. The contract will be managed by OEQS.

II. Pre-Proposal Meeting Schedule, Questions, and Inquiries

During the solicitation process proposers are required to limit their communication regarding this project to the Buyer referenced herein. A preproposal meeting will be held by the City whereby the proposers will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The preproposal meeting will be the only time when proposers and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address to the assigned Buyer. Proposers may submit their questions electronically through the City solicitation portal, <https://dallascityhall.bonfirehub.com/login>. All questions shall be submitted electronically, the City will respond to all questions by way of addendum which will be posted as part of the solicitation. The City, its agents, and employees shall not be responsible for any information given by way of verbal communication.

III. Specifications or Scope of Work

These specifications are intended to set forth requirements for loan underwriting, servicing, and other related financial services. Structuring and administering loans, subgrants, and facilitating financial underwriting: For administration of Environmental Protection Agency (EPA) Brownfields Revolving Loan Fund (RLF) Grants for qualified applicants. The selected Contractor(s) shall conduct a thorough review of the application for completeness, notify City staff of any missing information, review the experience and capacity of the development team, review the veracity of information submitted by the applicant including the reasonableness of all budget line items including developer fees, determine if the project is maximizing its debt capacity, determine whether the applicant is receiving a reasonable financial return, determine if there is sufficient market demand and long term viability for the development, conduct a gap analysis of the project, determine if the development meets the City's established underwriting standards, ensure project conforms to EPA RLF guidelines, and determine whether the City should participate as a financial source for the project, and if so, make recommendations regarding amounts, terms, and sources. Contractor(s) will provide the relevant City department with a written underwriting report for each project on a form acceptable to the departmental director which summarizes the information outlined above, analyzes the application against the city's underwriting criteria and relevant policies, and clearly describes any recommended incentives including the amount, source, and proposed terms. The underwriting report must be delivered to the City within 30 calendar days after the vendor's receipt of a complete application from the City, or a later date if an extension is approved in writing by the director of the City department or office requesting the service. The selected vendor may be required to schedule phone calls with the applicant and/or City staff to discuss the project and the application.

Additionally, the selected vendor shall review the application and underwriting report with City staff in order to train City staff to underwrite incentive applications.

The selected contractor should be able to provide services for the city in the following areas:

- Developing loan documents
- General Financial management system operations
- Review subgrant applications for project and redevelopment feasibility
- Developing the amortization table for a loan document
- Assistance in preparing Annual Federal Financial Reports (SF 425)
- Assistance in processing borrower and subgrantee contractor invoices (i.e., cleanup contractor invoices) and approving payments
- Assistance in processing and approving payments to CAR's contractor (e.g., QEP) invoices
- Assistance with records during audits
- Preparation of amortization schedules
- Assistance in maintaining bank account for program income
- Assist as a Fund Manager
- Serve as the Cooperative Agreement Recipient- (CAR)' financial expert and advisor.
- Assist in the financial management of the RLF cooperative agreement.
- Track all grant funding and program income.
- Evaluate the financial aspects of new RLF projects.
- Perform loan underwriting
- Assistance in disbursement of funds to borrowers and subgrantees.
- Ensure prudent lending practices are implemented.
- Assistance in performing the financial management of the RLF cooperative agreement.

- Assist with meeting cost share requirement, as applicable.

ADDITIONAL SERVICES: Vendors may be asked from time to time to assist on other development or loan issues, such as:

- Advising on workouts or restructuring of deals, consulting on development issues, or general staff training.
- Working with Developers to get a full application packet in
- Ensure that all the federal requirements of your RLF (aka cross cutting measures) are met.
- ACRES data entry
- Davis Bacon Review
- 108 Reviews including State Historic Preservation Officer (SHPO)
- Ensuring applicants are qualified (non-profit), that their taxes have been paid and that all vendors and sub recipients are run through the System for Award Management (SAM) check.
- Collecting repayments
- Filing Liens
- Oversight and loan administration are expenses for making and managing loans.
- Review application and project and redevelopment feasibility before making a recommendation for approval/denial.

IV. Communication

It is essential that the awarded Proposer(s) respond clearly after receiving a telephone call or email from the City. Written correspondence from the City of Dallas shall be answered within twenty-four (24) hours of receipt by Proposer (s). The awarded Proposer (s) shall respond to phone calls and emails from the City within four (4) business hours of receipt.

V. Commencement Date

The contract(s) shall commence on the date of award by the Dallas City Council.

VI. Award Method

The City reserves the right to award in the method that is most advantageous to the City. The City may select one or more vendors to carry out all or portions of the scope of work. The City may enter into one or more agreements with the selected vendor(s) for multi-year increments. The City of Dallas or its representative reserves the right to cancel these agreements anytime if the products and/or services are deemed unsuitable.

The City reserves the sole discretion to determine whether a solicitation response is responsive. City reserves the right to reject any or all bids and to waive minor irregularities or discrepancies

in any solicitation response as may be in the best interest of City. Late bids will not be considered for award.

VII. Location and Invoicing

The City shall pay invoices in 30 days. In order for the City to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the City. The 30 days begin when the City has received a correct invoice reflecting the work or goods delivered. If the City receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the City will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the relevant City department for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided.
- Contact information of City staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained)
- Total cost of goods/services

Invoices for the OEQS Dallas Brownfields Program shall be sent to City of Dallas Office of Environmental Quality and Sustainability Department, 1500 Marilla Street, 2AN, Dallas, TX 75201, Attn: Billing Manager.

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow this procedure risk having the contract with the City cancelled.

VIII. Ownership

All records, equipment, revenue, work product, and/or intellectual property produced as a result of this contract shall be the sole property of the City.

IX. Total Cost of Goods and/or Services

Proposers must quote a startup price rice for each of the following types or applicable underwriting and loan servicing activities or project types, and then a price per project based on volume:

- Developing loan documents
- General Financial management system operations

- Developing the amortization table for a loan document
- Processing borrower and subgrantee vendor invoices (i.e., cleanup vendor invoices) and approving payments
- Preparation of amortization schedules
- Maintaining bank account for program income
- Assist as a Fund Manager
- Track all grant funding and program income.
- Evaluate the financial aspects of new RLF projects.
- Perform loan underwriting
- Perform the financial management of the RLF cooperative agreement.
- Review subgrant applications for project and redevelopment feasibility

The fixed price includes all compensation for all work for each incentive application, including all work described in the “Scope” section.

Additionally, for any engagement not covered by the categories above including development consulting or assistance, proposers should quote an hourly rate.

X. Evaluation Criterion The evaluation criterion is relatively standard, consult with the buyer if changes are required to be made to this section. Note: the BID will mostly always be 15 points.

1. Experience – 25 points

Describe five years or more of your organizations experience in the field of financial underwriting and evaluation of financial incentives and/or small business loans.

2. Approach – 25 points

Detail proven successful approach in providing financial and underwriting services for public sector, and municipalities.

3. Cost and Timeframe – 30 points

Pricing shall include all costs incurred, real and unforeseen, related to any service performed, including insurance and all direct cost.

4. Local Preference Program- 5 points

- a) The City of Dallas aims to maximize economic return in the procurement of goods and service with the Local Preference Program. The City’s Local Preference Program values the participation of companies who have their principal place of business in the City of Dallas and who hire City of Dallas

residents. 5 points will be awarded to those Suppliers that qualify for the local Preference points on a pass/fail basis.

- b) The information shall be submitted in the proposal. In order to receive the points a supplier must satisfy one of the following:
- Proof of principal place of business located in the City of Dallas; OR
 - Proof of local workforce composition including:
 - At least 100 full time employees who are Dallas residents; OR
 - At least 20% of its total full-time employees who are Dallas residents; OR
 - If available, participation in Workforce Development Program

5. Business Inclusion and Development Plan – (Information gather only) – 15 Points

- a) It is the policy of the City of Dallas to involve Minority and Women-Owned Business Enterprises to the greatest extent feasible on the City’s construction, procurement, and professional services Contracts. The City and its Contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of Contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development Plan (BID Plan) for all City of Dallas Contracts.
- b) The information shall be submitted with the proposal. It shall include the Submission of the Office of Business Diversity Pre-Bid/Proposal Form (OBD-FRM-623). This form consists of four sections:

i. Section I: Business Inclusion Affidavit

It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City’s construction, procurement and professional services contracts. The BID Policy establishes subcontracting goals and requirements for all prospective bidder/proposer to ensure a reasonable degree of M/WBE business inclusion and participation in City contracts. By signing this section, the bidder/proposer agrees to comply with the City of Dallas BID Policy.

ii. Section II: Historical Utilization

The purpose of this section is to show the bidder/proposer’s recent history of and commitment to utilizing M/WBE companies to complete contracts with municipalities as well as private contracts that may or may not have a business inclusion goal. Historical Utilization is not limited to City of Dallas contracts, but should include:

1. The last two projects performed with municipalities that had a business inclusion goal; and
2. The last private contract that may or may not have had a business inclusion goal.

If the vendor has not done business with the City of Dallas or any other municipalities as a prime contractor, they may list the last three private contracts instead.

iii. Section III: Team Make-up/Schedule of Work = up to 10 points

The purpose of this section is to confirm the M/WBE participation percentage for the sub-contracting team that will be utilized for the anticipated project. In this section, the prime contractor will show their proposal to meet the established M/WBE subcontracting goals.

As a prerequisite for City Council Award, the contractor must demonstrate and document its good faith effort to meet the established goal. Any apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from Minority and Women-Owned Business Enterprises (M/WBEs) may be denied award of the contract by the City based on the contractor's failure to be a "responsive" or "responsible" bidder.

This section should include all subcontractors, both M/WBEs and non-M/WBEs, and should also include the prime contractor's percentage. Contact the Office of Business Diversity if you require additional lists of certified M/WBE companies to perform additional scopes of work.

- c) Assistance in preparing the Business Inclusion and Development (BID) forms may be obtained by contacting a Business Inclusion Specialist team member.

XI. Performance Measures and Contract Management

City will monitor the contract on receipt of each underwriting report and otherwise as City deems necessary to measure vendor performance, including quality of underwriting, on time delivery of underwriting reports and other deliverables as may be assigned from time to time, timeliness and accuracy of invoices, and quality of customer service.

XII. Special Requirements

The proposer shall keep confidential all information and data received, prepared, or assembled pursuant to performance of any awarded contract(s). Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the City.

The successful proposer shall be an established business with recent experience evaluating and underwriting commercial and residential development projects for a variety of clients. Preferred candidates will have experience working with municipalities of a comparable size. Experience with EPA RLF Grant funding, underwriting and loan servicing is a plus. The successful proposer shall possess and maintain the capability to provide the service necessary throughout the duration of the agreement. The proposer shall have a minimum of five years of experience in its field and be able, upon demand, to provide supportive documentation of its qualifications to the City. The City may select one or more vendors to carry out this work.

The proposer must submit a letter addressed to the City verifying the following information:

1. The vendor has a minimum of five years of experience in the field of financial underwriting and evaluation of financial incentives and/or small business loans, and each employee of vendor who will be providing services under the agreement has a minimum of five years of experience in the field of financial underwriting and evaluation of financial incentives and/or small business loans, as relevant.
2. Recent (within two years of the response date) experience underwriting low interest loans, redevelopment project funding, real estate development applications, as relevant, on behalf of a municipality or other governmental agency as large or larger than the City of Dallas.
3. For vendors bidding on RLF Grant loan servicing and underwriting services scope:
 - a. expertise in financial incentive tools, EPA financial management tools and guidelines, such as: meeting cost share requirements, Davis Bacon and MBE (Minority Business Enterprise)/WBE (Women Business Enterprise) requirements such as 108, reviews including SHPO, collections, and filing liens
 - b. Expertise in determining financial gap by reviewing construction budgets, operating proformas, market studies, and other relevant data.
 - c. Experience reviewing existing financing of proposed developments and experience identifying potential back-end tax liability and other implications of compliance period expiration and/or ownership changes.
 - d. Experience analyzing feasibility of proposed loan modifications, project re-syndications, and/or re-capitalization of projects in the City's existing loan portfolio.
4. Willingness to communicate on behalf of the City in discussions with the applicant and to represent the City on closing calls, lender calls, and similar.
5. Recent (within two years of the response date) experience drafting underwriting reports as described in "Scope" for the benefit of a government agency. Please attach a recent (within two years of the response date) underwriting report that fits the criteria set forth in the "Scope" section. Names, addresses, dollar amounts, and other identifying information in the report may be amended to protect the parties referenced in the report.
6. Recent (within two years of the response date) experience in training government agency staff to conduct financial underwriting.
7. Reference information (contact name, phone, and email) for a minimum of three government agencies to which the agency has provided similar underwriting services.

XIII. Exhibits

Please see EPA RLF Grant Guidelines attached.

XIV. Service Completion Schedule

As described herein.

XVI. Documents Submitted with Proposal or upon Request

1. Business Information Form (OPS-02)
2. Conflict of Interest Policy and Questionnaire (OPS-06, State Form CIQ)
3. Office of Business Diversity Pre-Bid/Proposal Form (OBD-FRM-623)

4. Office of Business Diversity Workforce Composition Form (OBD-FRM-27)
5. Copy of contractor's internal affirmative action plan or policy
6. Living Wage Affidavit (OPS-3)
7. Sample Contract with markups
8. Any other City documents as required

XV. Opening of Proposals

The City will open proposals during the bid reading. Proposer names will be publicly read at the bid reading which take place at 2:00 p.m. on Fridays and can be viewed on the City's website.

It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XVI. Review of Proposals

1. The City will review and evaluate the proposals submitted to determine if submitted proposals demonstrate the required experience and qualifications to fulfill the obligations of the services identified in this RFCSP. Proposers will be notified by the buyer as to the location and times of presentations.
2. The City may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the Proposal. The City may also seek clarification from the referenced Proposers about any financial and experience issues.
3. Please be aware that the City of Dallas may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to the City of Dallas.

XVII. Proposal Pricing

1. Proposed pricing shall be firm for the entire contract. The Contract shall commence on the date of award by the Dallas City Council and upon the execution of the Contract.
2. Costs not included or calculated in the applicable unit prices as-proposed will not be paid by the City, regardless of the intentions of the proposer-when the proposal was submitted and regardless that those costs were actually incurred.

XVIII. Insurance

The successful vendor will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in the Insurance Requirements and agrees to the indemnification agreement therein and required performance.

XIX. Insurance Requirements

The successful proposer(s) shall procure and keep in full force and effect for the duration of the contract liability insurance that complies with all applicable Federal, State and local laws. The successful proposer(s) will provide a certificate of insurance evidencing proof of Automobile Liability and Workers' Compensation insurance coverages. The City of Dallas will be provided a Waiver of Subrogation and will be shown as the certificate holder.

XX. Discussion with Reasonably Qualified Proposals

1. The City reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the buyer may request best and final offers. The request for best and final offers may include:
 - Notice that this is the opportunity to submit written best and final offers
 - Notice of the date and time for submission of the best and final offer
 - Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
 - Notice of any changes in the Proposal requirements
2. Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the City, considering price or cost and the evaluation factors in the RFCSP.
3. After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue until either both the proposer and Office of Procurement Services executes a completed Contract or Office of Procurement Services determines that no acceptable alternative proposal exists.
4. The City reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFCSP closing.

XXI. Rejection or Acceptance of Proposals

1. This RFCSP does not commit the City to award any Contract. The City reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the City. The City shall not be liable for any costs incurred by any company responding to this RFCSP.
2. The City will require the recommended proposer to sign the necessary Contract documents prepared by the City Attorney's Office. A sample Contract is included as an attachment. Proposer must take exception to any term of the Contract to which it will not agree in its proposal.

XXII. Late and Withdrawn Proposals

Proposals are required to be submitted electronically at using the City procurement website <https://dallascityhall.bonfirehub.com/login>. The system will not accept submittals after the due date and time and hard copy submittals are not permissible.

XXIII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals will be opened by the City to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal “trade secret” or “confidential” at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for the City Attorney to present the matter to the Attorney General of Texas for final determination.

XXIV. Disqualification of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the proposers
- The proposer is involved in any litigation against the City of Dallas
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the City of Dallas

XXV. Permits Required by Law

Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXVI. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the City, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The City reserves the right to audit any records it deems necessary for the execution of this Contract.

XXVII. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the City.

Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXVIII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Contractor attempts to assign the Contract without the prior written consent of the City;
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the City or its Facility in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the City may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the Contract.

No Waiver: No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXIX. Termination

The City may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The City will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXX. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of these Specifications and the Facilities.
4. The City reserves the right to reject all Proposals and to waive any minor irregularities.

5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the City for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Contractor will be drawn by the City and may contain such other provisions as are deemed necessary to protect the interests of the City.
7. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXXI. Conflict of Interest

CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

- (a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.
- (b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.
- (c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.
- (d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.
- (e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public. (f) This section does not apply to a

nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)

XXXII. Indemnity

The selected Proposer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected Proposer's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected Proposer, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected Proposer and City, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXXIII. Wage Floor Rate Requirement

1. On November 10, 2015, the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than \$50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than \$18.24 per hour.
2. Pursuant to Resolution 15-2141 the wage floor requirement for all general service contracts greater than \$50,000 shall be effective immediately on all new contracts awarded after November 10, 2015. Contractors bidding/proposing on general service contracts shall take into consideration such wage floor requirements in their bid/proposal. The wage floor requirement for the City of Dallas' general service contracts shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective contract. The City reserves the right to audit such contracts for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction contracts in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.
3. The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific contracts and

reduce turnover in such contracts thus maintaining a continuous and consistent level of service for vested parties.

4. The City Manager shall use the following definitions to administer the benefactors of the “wage floor” for purposes of the referenced resolution:
- "City" means the City of Dallas, Texas.
 - "General Services Contract" means any agreement between the City and any other Person or business to provide general services through an awarded City contract valued greater than \$50,000. A General Services Contract for purposes of the Resolution does not include (i) a contract between the City and another governmental entity or public utility, (ii) a contract subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a contract with all services under the contract performed outside of the City of Dallas.
 - "Subcontractor" means any Person or business that has entered into its own contract with a prime contractor to perform services, in whole or in part, as a result of an awarded City general
 - "Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

XXXIV. Wage Floor Reporting Requirements

Contractors awarded City general services contracts as described in the wage floor rate requirement section of this specification shall be required to provide the buyer the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

XXXV. Wage Floor Compliance Requirements

Contractors submitting a response to a solicitation for general services must comply with the wage floor requirement to be consider responsive. The City may request that Contractors, at any time during the pre- or post-award process, demonstrate compliance with the wage floor requirement. Contractors not compliant with the wage floor requirement will be deemed nonresponsive and will not be considered for award. Contractors awarded general service contracts must comply with the wage floor policy and reporting requirements for the term of the contract, failure to remain in compliance may result in breach of contract.

XXXVI. Selection Process

The internal team will evaluate all proposals received in response to this RFCSP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made.

The City of Dallas will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XXXVII. Development Costs

Neither City of Dallas nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFCSP. Respondents are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFCSP.

XXXVIII. Contract Award

Upon selection of a successful Proposer, the City and the Proposer will negotiate a final contract, based on the terms outlined in this RFCSP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to City Council approval.

XXXIX. Certificate of Interested Parties (Form 1295)

All vendors recommended by City staff for a contract pursuant to this RFCSP will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they're recommended. Vendor will complete the form electronically at the Texas Ethics Commission website,

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm ,

and submit a copy to the buyer before the contract information will be sent to the City Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a City Council agenda to award the contract.