

REQUEST FOR PROPOSALS



**REMOVAL, PACKAGING, TRANSPORTATION, AND
DISPOSAL OF ASBESTOS-CONTAINING MATERIALS AND MOLD
CONTAMINATED MATERIALS FROM CITY-OWNED FACILITIES**

PROJECT: ENV 17-08: ACM O&M

Due Date: August 17, 2017

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

Telephone

Email

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1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Proposals are being accepted by the City of Fort Worth (City) for the furnishing of all labor, materials and equipment necessary for the removal, packaging, transportation, and disposal of asbestos-containing materials and mold contaminated materials from City-owned facilities on an as-needed basis in support of operations and maintenance activities. Refer to section 2.5, Scope of Work, for a more detailed description. There is no guaranteed minimum work under this contract; however a maximum not-to-exceed amount of \$90,000 will be in place. There will be no M/WBE participation goal for this contract.

Each provider including subcontractors shall NOT be listed on the Excluded Parties List System (www.epls.gov). Before proceeding on each project the provider including subcontractors will have to certify they are NOT on the EPLS.

1.2 GENERAL REQUIREMENTS

Proposals will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, until **1:30 p.m., Thursday, August 17, 2017** and will be opened and publicly read aloud approximately thirty minutes later in the Council Chambers.

The project name is the **“ENVIRONMENTAL LABORATORY ANALYSIS; ENV 17-07: LAB.”**

After evaluating the Proposals submitted, the City will select the Offeror that provides the Best Value to the City and enter into negotiations with that Offeror. The City may discuss with the selected Offeror options for a scope or time modification and any price change associated with such modification.

The offers will be valid for **ninety (90) calendar days**.

The Proposal Documents submitted in accordance with this Request for Proposal shall remain valid for ninety (90) days after the due date.

All Providers must comply with:

- Chapter 17, “Human Relations,” Article III, “Discrimination,” Division 3, “Employment Practices,” of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth ordinance 20020, Business Diversity Enterprises.
- All work performed under the contract shall be in strict adherence to all applicable Federal, State, and local rules and regulations.

Proposal documents, addenda, and specifications may be obtained from the City of Fort Worth Web site at <http://www.fortworthgov.org/purchasing/> in portable document format (PDF), or may be viewed at the Environmental Management Division office at 908 Monroe Street, 7th Floor, Fort Worth, Texas 76102, during normal business hours. Contact the Project Manager, Roger Grantham, at 817-392-8592 or email Roger.Grantham@fortworthtexas.gov for assistance.

1.3 INTERPRETATION OF THE REQUEST FOR PROPOSAL

All requests for an interpretation of the Request for Proposal must be made in writing and submitted to the

Environmental Management Division by regular mail or email, at any time up to seven (7) calendar days prior to the deadline date for submitting Proposal Packages. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the Proposal Documents as a formal addendum. The City will attempt to email a copy of each addendum to each person receiving a Proposal Package, when those persons have identified themselves to the City. The City will also post addenda on the web site. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Proposal Package. Addenda will be attached to the RFP document, however, the document name at <http://www.fortworthgov.org/purchasing/> will not change, so it is incumbent upon prospective offeror to determine any additions to the RFP.

1.4 CONFLICTS & QUESTIONS

Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence. Questions regarding this Request for Proposal should be directed in writing immediately to:

Roger Grantham, Environmental Supervisor
Environmental Management Division
City of Fort Worth
200 Texas Street, Fort Worth, TX, 76102-6311
Phone 817-392-8592
Fax 817-392-6359
roger.grantham@fortworthtexas.gov

1.5 HOW TO SUBMIT A PROPOSAL PACKAGE

Each Provider must submit **ONE (1) electronic copy on a "flash" or "thumb" drive** of their Proposal Package to the City. No hardcopies will be accepted.

All items to complete the submittal must be included within the Proposal Package or the entire Proposal Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Proposal Package.

Proposal Packages must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. The Proposal Packages must be received by the Purchasing Division no later than 1:30 p.m. on August 17, 2017.

The project number must be clearly marked on the envelope and the statement **"PROPOSAL DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, August 17, 2017"** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any Proposal Documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

NO FAXED or EMAILED PROPOSALS WILL BE ACCEPTED

1.6 OPENING OF PROPOSAL

The Document entitled "Proposal Summary" in each Proposal Package submitted will be opened and read aloud at 2:00 p.m. on Thursday, August 17, 2017, in the Fort Worth City Council Chambers. The Proposal Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All Proposal Packages will be open for public inspection after the contract is awarded.

However, information in the Proposal Packages subject to the trade secrets exception of the Public Information Act under §552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code, will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

1.7 SECURITY

Proposals must be accompanied by a proposer's bid bond in the amount of \$4,500. Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful Contractor signs the project Contract. This bond will serve as a guarantee that the successful Contractor will enter into an agreement with the City to perform the project. The City will only accept sureties duly qualified and authorized by the State of Texas as corporate sureties to act as bonding entities. Personal sureties are unacceptable.

1.8 PROPOSAL EVALUATION CRITERIA

The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and the Proposal.

In determining the **Best Value Offeror**, the City will consider:

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual proposals submitted. The City will select the most highly qualified provider responding to the request based on these criteria.

| <u>Factor</u> | <u>Points</u> |
|---|---------------|
| 1. Provider Qualifications & Experience | 40 |
| 2. Cost | 30 |
| 3. Invoicing and Safety Documentation | 15 |
| 4. Quality of Subcontractors | 15 |
| Total | <hr/> 100 |

1.9 CONTRACT TERM

This contract shall commence on the date the contract is fully executed by all parties, and contingent upon the completion and submittal of all required pre-award documents; and shall continue for a period of twelve (12) months and may be extended by subsequent agreement of both parties for four (4) additional twelve (12) month periods for a total of sixty (60) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term. For subsequent renewals all conditions, terms, and pricing shall remain the same as stated in the original contract unless agreed upon in writing by both parties.

1.10 NEGOTIATION OF THE CONTRACT

After selecting the most highly qualified Provider, the City will then attempt to negotiate with the Provider a contract. If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the City shall formally end negotiations with the Provider, select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Proposal based on a new scope of work. The fees under the contract must be consistent with industry standard and may not exceed any maximum provided by law.

The City will negotiate with the successful Provider any final changes to the contract and any exceptions identified in the Proposal Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to the successful Provider.

1.11 AWARD OF THE CONTRACT

The City will send a notice of award letter to each successful Provider with three (3) sets of contract documents. The successful Providers must execute the contracts in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to each Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.12 RESERVATIONS & TAX EXEMPTION

The City reserves the right to reject any or all Proposal Packages and waive any or all formalities.

The undersigned assures that its employees and applicants for employment and those of any labor organization, subcontractors or employment agency in either furnishing or referring employee applicants to the undersigned are not discriminated against as prohibited by the terms of City Ordinance 7278 as amended by City Ordinance 7400 (Fort Worth City Code Section 13A-21 through 13A-29).

The City of Fort Worth is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.

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1.13 VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate offices or principal place of business are outside of the State or Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Non-Resident vendors in _____ (give State), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the Statute is attached.

Non-resident vendors in _____ (give State), our principle place of business, are not required to underbid resident bidders.

B. Our principle place of business or corporate office(s) is in the State of Texas.

Bidder:

Company Name

By: (Please Print)

Signature

Title (Please Print)

The failure of out of state or non-resident bidders to complete the forms may disqualify that bidder. Resident bidders must check the box in Section B.

2.0 PROPOSAL DOCUMENTS

2.1 PROPOSAL DOCUMENT CHECKLIST

All Proposal Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Proposal Package may be considered as a non-responsive submittal.

| <u>Proposal Documents</u> | <u>Initial if Included</u> |
|--|----------------------------|
| 1. PROPOSAL DOCUMENT CHECK LIST | _____ |
| 2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA | _____ |
| 3. MINORITY BUSINESS ENTERPRISES (MBE) | _____ N/A _____ |
| 4. PROPOSAL SUMMARY | _____ |
| 5. PROPOSAL OF PROVIDER | _____ |
| 6. LIST OF SUBCONTRACTORS | _____ |
| 7. INSURANCE CERTIFICATES | _____ |
| 8. LICENSES & CERTIFICATES | _____ |
| 9. LEGAL & COMPLIANCE HISTORY | _____ |
| 10. PERFORMANCE AND PAYMENT BONDS | _____ |
| 11. BID SECURITY | _____ |
| 12. PREVAILING WAGE RATE | _____ |
| 13. COMPLIANCE & WORKERS COMPENSATION | _____ |
| 14. STATEMENT OF RESIDENCY | _____ |
| 15. STATEMENT OF NONDISCRIMINATION | _____ |

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

Name _____
Title _____
Company _____

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Check if applicable ____

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Proposal, and has attached all addenda following this page. (Add lines if necessary).

__ Addendum Number 1 _____
(Date received)

__ Addendum Number 2 _____
(Date received)

__ Addendum Number 3 _____
(Date received)

__ Addendum Number 4 _____
(Date received)

Check if applicable ____

The undersigned acknowledges the receipt of no addenda to the Request for Proposal.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE)

Minority Business Enterprise Provisions:

All Offerors shall note that it is the policy of the City of Fort Worth to ensure the full and equitable participation of Minority Business Enterprises (MBE) in the procurement of goods and services. If the total dollar value of the contract is greater than \$100,000, then an MBE subcontracting goal may be applicable.

There will be no M/WBE goal on this project.

The undersigned acknowledges the City's MBE requirements as stated above, and if selected as the most highly qualified provider, will comply with the requirement to submit a utilization plan during contract negotiations.

PROVIDER:

| | |
|------------------|-----------------------------------|
| _____ | BY: _____ |
| Company Name | (print or type name of signatory) |
| _____ | _____ |
| Address | (Signature) |
| _____ | _____ |
| City, State, Zip | Title (print or type) |

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2.4 PROPOSAL SUMMARY

TO THE CITY OF FORT WORTH:

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform removal, packaging, transportation, and disposal of asbestos-containing materials and mold contaminated materials from City-owned facilities on an as-needed basis in support of operations and maintenance activities.

Contractor equipment and personnel are capable of performing each type of procedure listed in the scope of work (Section 2.5) either with in house resources or through subcontracts.

All Proposal Documents have been submitted in a sealed envelope.

Unit prices are provided within the Proposal Documents in Section 2.8.

Contractor shall begin work no later than fourteen (14) calendar days from date of Task Orders (i.e., Asbestos Removal Request). In emergency situations Contractor will respond as necessary.

This Proposal Summary and the accompanying Proposal Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

PROVIDER:

(Company Name)

BY: _____
(print or type name of signatory)

(Address)

(Signature)

(City, State, Zip)

Title (print or type)

Phone)

(Email)

2.5 SCOPE OF WORK

The City performs asbestos abatement and mold remediation activities within City-owned facilities on a routine basis. Asbestos-containing materials (ACM) that may be encountered include, but are not limited to, floor tile and mastic, transite, thermal system insulation, spray-on fireproofing, wall and ceiling texture, joint compound, and roofing materials.

Proposals are being accepted by the City of Fort Worth (City) for the furnishing of all labor, materials and equipment necessary for the removal, packaging, transportation, and disposal of asbestos-containing materials and mold contaminated materials from City-owned facilities on an as-needed basis in support of operations and maintenance activities. There will be no minimum work guaranteed under this agreement.

The work required under this contract includes the following tasks:

- Maintenance of all applicable licenses and certifications;
- Removal of ACM;
- Packaging and labeling of ACM for disposal;
- Transportation of ACM for disposal; and
- Disposal of ACM.

- Removal of mold-contaminated material;
- Packaging and labeling of mold-contaminated material for disposal (if needed);
- Transportation of mold-contaminated material for disposal (if needed); and
- Disposal of mold-contaminated material (if needed).

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS. CONTRACTOR IS REQUIRED TO STAY ABREAST OF ANY CHANGES TO APPLICABLE RULES AND REGULATIONS.

The City will perform the following tasks under this contract:

- Provide Asbestos Assessment Reports and Asbestos Removal Specifications;
- Provide Mold Assessment Reports and Mold Remediation Protocols;
- Provide site contact information;
- Provide site access;
- Provide timely notice to Contractor in writing of ACM or mold removal projects, detailing the location(s), type of work, and other pertinent information;
- Provide Asbestos or mold Consultant, Air Monitoring Technician, and Project Manager to oversee asbestos or mold removal work;
- Provide approved OSHA Air Monitoring for asbestos abatement activities;
- Pay applicable Texas Department of State Health Services (TDSHS) asbestos notification fees, file TDSHS notifications, and make necessary amendments.

2.6 QUALIFICATIONS OF THE PROVIDER

Provider shall identify its company name, address, telephone number(s), and email address(es) for the local office as well as the headquarters.

Provider shall attach a copy of its current Statement of Qualifications (25 pages maximum). If subcontractors are to be utilized for services to be provided, current Statements of Qualifications for those

companies must also be included.

Provider shall submit a brief résumé (one page maximum, 10 pt type minimum) of each professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract.

Provider shall complete a **staff matrix** including the following information detailing the provider's key personnel, their qualifications, and years of experience for staff that will be providing services associated with this Solicitation.

Document Provider's experience managing and performing removal, packaging, transportation, and disposal of asbestos-containing materials as well as mold a. If applicable, photos, schematic drawings, and vendor(s) brochures should be included with a narrative description.

Provide an organization chart that details the communication channels between the Contractor and City of Fort Worth personnel for this contract.

Provider shall provide at least **four (4) project references** similar in scope and size to that of this Solicitation. Each project reference shall include the following information:

- Company's Name
- Name and Title of Contact/Project
- Email, Phone, and Address of Contact
- Contract/Project Value
- Brief Description of Service Provided

Note: All subcontractors are subject to acceptance by the City. The City reserves the right to perform on-site audits of all facilities prior to acceptance as a qualified subcontractor.

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2.7 LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the Proposal Documents to permit the City of Fort Worth to more fully evaluate the submittal’s quality prior to awarding the contract.

For each subcontractor to be used for services under this contract (including any branch locations of the prime contractor if anticipated to be utilized), provide the information requested in the table below and include the following Subcontractor experience and qualifications (as detailed in Sections 2.5 RFP) pertinent to the services to be provided under the contract.

| Subcontractor’s Name | Subcontractor’s Address | Subcontractor’s Telephone No. | Subcontractor’s Email | Proposed Tasks on the Project |
|----------------------|-------------------------|-------------------------------|-----------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

2.8 UNIT PRICES

The table below identifies various types of asbestos-containing materials (ACM). Contractor shall provide a cost for each type of ACM included on the Table. The prices quoted in the table below are for work within normal conditions (i.e., up to a maximum of 12-foot ceiling height, flat roof conditions for roof work, no holiday or weekend hours, etc.). Prices listed in the table shall include all labor, material, and equipment to perform the function.

Standard List of ACM Types and unit costs:

| ACM Type | COST |
|---|--------------------|
| Carpet (ONLY) | \$ _____ / SF |
| Floor applied Mastic (ONLY) | \$ _____ / SF |
| Floor Tile and Mastic | \$ _____ / SF |
| <i>Note: Above listed prices may be used ALONE or in conjunction with each other.</i> | |
| Plaster or stucco material | \$ _____ / SF |
| Roof flashing | \$ _____ / SF |
| Roofing Felt | \$ _____ / SF |
| Sheetrock joint compound | \$ _____ / SF |
| Spray-on fireproofing (½ inch to 2 ½ inch thickness) | \$ _____ / SF |
| Surfacing material | \$ _____ / SF |
| Boiler insulation | \$ _____ / SF |
| Rolled-on texture | \$ _____ / SF |
| Sprayed-on texture (e.g. popcorn ceiling) | \$ _____ / SF |
| Trowled-on texture | \$ _____ / SF |
| Thermal System Insulation (TSI): | |
| 0 - 6 inch OD | \$ _____ / LF |
| 6.1 - 12 inch OD | \$ _____ / LF |
| >12 inch OD | \$ _____ / LF |
| Fitting 0 - 6 inch OD each | \$ _____ / fitting |
| Fitting 6.1 - 12 inch OD | \$ _____ / fitting |
| Fitting > 12 inch OD | \$ _____ / fitting |
| Mastic on duct insulation | \$ _____ / LF |
| Transite material | \$ _____ / SF |
| Wall, floor, or ceiling fibrous ACM board | \$ _____ / SF |

List of Services NOT included in Standard List above:

| SERVICE | COST |
|--|-----------------------|
| Site mobilization (once per job site) | \$ _____ / site |
| Transportation and disposal of ACM waste | \$ _____ / cubic yard |

Hourly Rates for workers if UNIT PRICE table above does not apply:

| POSITION | HOURLY RATE |
|------------------------------------|-----------------|
| Licensed Asbestos Abatement Worker | \$ _____ / hour |
| Licensed Asbestos Supervisor | \$ _____ / hour |

Markup for Outside Services:

For materials, equipment, supplies, and services that are not included in the above listed prices but are required at a job site the costs will be billed to the City with a _____ % markup.

2.9 INSURANCE

FOR PURPOSES OF THIS REQUEST FOR PROPOSAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS SECTION AND INCLUDED WITHIN THE PROPOSAL PACKAGE.

The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Fort Worth certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection.

Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. **Commercial General Liability**
 - **\$1,000,000 each occurrence**
 - **\$2,000,000 aggregate**

2. **Automobile Liability**
 - **\$1,000,000 each accident, or**
 - **\$250,000 property damage / \$500,000 bodily injury per person per accident**

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. **Worker's Compensation**
 - **Coverage A: statutory limits**
 - **Coverage B: \$100,000 each accident**
\$500,000 disease - policy limit
\$100,000 disease - each employee**Waiver of Subrogation required.**

4. **Professional Liability**
 - **\$1,000,000 each occurrence**
 - **\$2,000,000 aggregate**

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of insurance shall be submitted to the City for each year following completion of this contract.

5. **Environmental Impairment Liability and/or Pollution Liability**
 - **\$4,000,000 per occurrence.**

EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

6. **Asbestos Abatement Insurance - \$2,000,000 each occurrence with no Sunset Clause.**

Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.
3. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
4. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Provider's insurance policies. Notice shall be sent to Roger Grantham, City of Fort Worth – Environmental Management Division, 200 Texas Street, Fort Worth, Texas 76102.
5. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by the City; and, such insurers shall be acceptable to the City in terms of their financial strength and solvency.
6. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must be also approved. Dedicated financial resources or letters of credit may also be acceptable to the City.
7. **Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.**
8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.
9. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the City approves such exclusions.
10. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of Provider's overhead.
11. All insurance required in section (a) above, except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the City.
12. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance.

Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

2.10 PROVIDER'S LICENSES & CERTIFICATES

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:

Provider shall provide necessary company licenses and certifications required to complete the project:

- current **Texas Sales/Use Tax Certificate**;
- current Texas Secretary of State Business/Company Registration exhibiting Officers of Business/Company; and
- current **Certificate of Good Standing** (Texas Secretary of States' office).

**ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES
FOLLOWING THIS PAGE AND BOUND WITHIN THE PROPOSAL PACKAGE**

2.11 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Proposal. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against Provider, Provider's officers, Provider's employees, AND Provider's proposed subcontractors relating to the protection of the environment. The terms "legal action" and "relating to the protection of the environment" are defined below.

The report shall include all legal action brought within **five (5) years of the closing date of this Request for Proposal**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

- Style of Case (X vs. Y)
- Cause Number
- Court
- Date of Disposition
- Settlement Information (as appropriate)
- Names / Addresses of all parties named
- Counsel List and phone numbers
- Judgment and Order of Judgment

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or

elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation, and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

“RELATING TO THE PROTECTION OF THE ENVIRONMENT” means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, stormwater, publicly owned treatment works, or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. The top portion of the form is to be completed if a report of legal action is attached. The bottom portion of the form is to be completed if Provider has no legal action to report. **Make certain that the appropriate portion of the form is filled out and signed.**

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

- (1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
- (2) if the Provider is a partnership, a general partner; and
- (3) if the Provider is a sole proprietorship, the sole proprietor.

**INCLUDE A COPY OF THE REPORT OF LEGAL ACTION FOLLOWING THE CERTIFICATION PAGE
AND INCLUDED WITHIN THE PROPOSAL PACKAGE**

Certification of Provider's Legal and Compliance History
Complete ONE of the Following Certifications:

Certification of Legal Action Report

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

Certification of NO Legal Action

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

2.12 PREVAILING WAGE RATE

A Contractor selected for this project will be required to comply with TEXAS GOVERNMENT CODE, Chapter 2258, with respect to payment of Prevailing Wage Rates for public works contracts. The current wage scale for members of the Building and Construction trade may be found at:

<http://www.texoassociation.org/Chapter/wagerates.asp>.

A worker employed on a public work by or on behalf of the City of Fort Worth shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the City of Fort Worth.

The contractor who is awarded a public work contract, or a subcontractor of the contractor, shall pay not less than the prevailing wage rates to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this requirement shall pay to the City of Fort Worth, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

This requirement does not prohibit the contractor or subcontractor from paying an employee an amount greater than the prevailing wage rate.

The undersigned acknowledges the requirements of Chapter 2258 of the Texas Government Code, and intends to comply with same in the execution of this project.

CONTRACTOR:

Company Name

Address

City, State, Zip

BY: _____
(print or type name of signatory)

(Signature)

Title (print or type)

2.13 WORKER'S COMPENSATION COMPLIANCE

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on City Project, designated

"ENVIRONMENTAL LABORATORY ANALYSIS; ENV 17-08: ACM O&M."

Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

_____ By: _____
 Company
 (Please Print)

_____ Signature: _____
 Address

_____ Title: _____
 City/State/Zip
 (Please Print)

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENT:
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017

Notary Public in and for the State of Texas

2.14 NONDISCRIMINATION

All City contractors are required to comply with Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices. Proposer agrees that Proposer, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of such Ordinance, and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Proposer, its employees, officers, agents, contractor or subcontractors herein.

PROPOSER:

Company Name

Address

City, State, Zip

BY: _____
(Print or type name of signatory)

(Signature)

Title (print or type)

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2.16 OTHER

Each Provider shall submit a single copy of a sample of the following documents for review:

1. Invoice
2. Daily Log Sheet
3. Sample Job Close-out Report
4. Health and Safety Plan (CD ROM)
5. Health and Safety Records for the Past Three (3) Years

INCLUDE ONE (1) COPY OF EACH DOCUMENT WITHIN THIS
PROPOSAL PACKAGE FOLLOWING THIS PAGE

Remainder of Page Intentionally Left Blank