

REQUEST FOR PROPOSALS

CITY OF FORT WORTH
CODE COMPLIANCE DEPARTMENT
ENVIRONMENTAL QUALITY DIVISION
200 TEXAS
FORT WORTH, TEXAS 76102



For:

PROJECT: ENV 18-06: PST SERVICES

ANNUAL CONTRACT FOR
PETROLEUM STORAGE TANK RELATED SERVICES

**MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30
ON THURSDAY, DECEMBER 13, 2018**

Submitted by:

Company Name

President/Vice-President printed name

Mailing Address

President/Vice-President signature

City State Zip

Date

Telephone

email

1 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Sealed proposals for “Petroleum Storage Tank Related Services”, as described in the Scope of Work (Section 2.3), for the City of Fort Worth will be received from qualified bidders until **1:30 p.m. on December 13, 2018** in the Purchasing Department, 200 Texas, Fort Worth, TX 76102.

The purpose of this Request for Proposal is to obtain information from capable and experienced firms as to their qualifications and their ability to provide the required services to the City of Fort Worth and to obtain firm pricing to meet the needs of the City. Prices on this bid shall be firm for one (1) year from effective date. The selected contractor will provide petroleum storage tank services for the purpose of regulatory compliance and may occasionally be required to perform maintenance or repair services to underground storage tanks, dispensers, and or piping. Refer to Section 2.3 for details on the scope of work. There is no guaranteed minimum work under this contract.

1.2 GENERAL REQUIREMENTS

Compliance with Laws: All Contractors shall be 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;
- Fort Worth ordinance 20020-12-2011, Business Diversity Enterprise Ordinance; and
- The most recent revisions of applicable federal, state, and local laws, and the regulations established by the U.S. Environmental Protection Agency (EPA), the Texas Department of State Health Services (DSHS), the Occupational Safety and Health Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), the U.S. Department of Transportation (DOT), the Texas Department of Transportation (TXDOT), the City of Fort Worth and any other entity that may have jurisdiction over work being performed.

Pre-Bid Meeting: A **Pre-Bid Meeting** will **NOT** be held for this bid process.

Time Bid to Remain Valid: Bids submitted in accordance with this Request for Proposal shall remain valid for **90** days after the due date.

1.3 **INTERPRETATION OF ITB DOCUMENTS**

All requests for an interpretation of the RFP must be made in writing and received by the Code – Environmental Quality Division, by fax or email (preferred), up until seven days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered. Requests for interpretation must be submitted to:

Roger Grantham
Code - Environmental Quality Division
City of Fort Worth
200 Texas
Fort Worth TX 76102
817.392.6359 FAX

roger.grantham@fortworthtexas.gov

The City will issue any interpretation of the ITB as a formal addendum. Each provider that intends to submit a proposal package must e-mail Mr. Roger Grantham with a notification of intent to submit in order to assure receipt of applicable addenda. The City also will post addenda on its Purchasing website (<http://fortworthtexas.gov/purchasing/>). The City will not be responsible for any other explanations or interpretations.

1.4 **CONFLICTS**

Should there be conflicts between the bid documents and the final executed contract document, the final contract shall take precedence.

1.5 **HOW TO SUBMIT A PROPOSAL**

Each Contractor must submit **ONE (1) electronic copy (PDF format on Flash Drive or Thumb-drive)** of their bid to the City. Include all pages of this Invitation to Bid on plain 8 ½ x 11 inch paper (**do not print on company letterhead or add company logo**) and **insert all required information/documentation where indicated**. All items to complete the submittal must be included within the bid or the entire bid 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 bid.

Bids must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas, Fort Worth, Texas 76102. Bids must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, December 13, 2018.

The project number must be clearly marked on the envelope and the statement **“BID DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 pm on Thursday, December 13, 2018”** 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.

Late Bids will be returned. They will not be opened nor considered in the evaluation process. Bids may be withdrawn at any time prior to the official opening.

NO FAXED OR EMAILED BIDS WILL BE ACCEPTED

1.6 SECURITY

Proposals must be accompanied by a bidder's bond in the amount of 5% of the Total Estimated Bid (Section 2.4). 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.

1.7 OPENING OF PROPOSALS

The firm name for each proposal submitted will be read aloud at 2:00 P.M. on Thursday, December 13, 2018, in the Fort Worth City Council Chambers. The Proposals shall be handled in order to avoid the disclosure of the remainder of their contents to competing offers and so as to keep such contents secret during negotiations. All Proposals will be open for public inspection after project award, as provided by Section 1.8 below.

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

1.8 TRADE SECRETS AND CONFIDENTIAL INFORMATION

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. However, the City will endeavor to protect from disclosure any information in the Bids that is 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. It is the responsibility of the Contractor to clearly mark as such any information they deem trade secret or confidential. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure of a Contractor to identify trade secret and confidential information in its Bid will result in all unmarked sections being deemed non-proprietary and available upon public request.

1.9 BID EVALUATION CRITERIA

The City will award a contract to the bidder who provides services at the best value to the City. In determining the best value, the following criteria will be considered pursuant to Texas Local Government Code §252.043:

- a) purchase price;
- b) reputation of the bidder and of the bidder's goods /services;
- c) quality of the bidder's goods or services;
- d) extent to which the goods or services meet the City's needs;
- e) bidder's past relationship with the City;
- f) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; and
- g) total long-term cost to the City to acquire the bidder's goods or services.

each. These weighted factors will be used in the evaluation of the individual bids 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. Price	60
2. Capabilities, qualifications, and experience of contractor and subcontractors (if applicable)	40
Total	100

Price scores will be determined by applying the total bid estimate submitted in the bids to the following formula:

$$\frac{\text{Lowest Estimate}}{\text{Current Estimate}} \times 60 = \text{Price Points}$$

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bids and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors, and other persons who are proposed to work on the project.

1.10 CONTRACT TIME

The successful Contractor will be awarded a one-year contract with four one-year options to renew.

1.11 NEGOTIATION OF THE CONTRACT

The City will meet with the successful Contractor and negotiate 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 Contractor. After the negotiations, the City will make final changes to the Contract documents and issue the Contract Documents with Notice of Awards to the successful Contractor.

1.12 AWARD OF THE CONTRACT

The City will send a Notice of Award letter to the successful Contractor with three (3) sets of contract documents. The successful Contractor must execute the Contract 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 the successful Contractor with a letter entitled Notice to Proceed. The letter authorizes work to begin and invoices to be paid.

1.13 TAX EXEMPTION

The City of Fort Worth is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.14 RESERVATIONS

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

Remainder of this page intentionally left blank

2 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, to be considered a responsive submittal.

<u>Proposal Documents</u>	<u>Initial if Included</u>
2.1 Proposal Document Checklist (page 2-6)	_____
2.2 Addenda to the Invitation to Bid (page 2-6)	_____
2.3 Scope of Work (page 2-7)	_____
2.4 Price (page 2-7)	_____
2.5 Contractor Information and Qualifications (page 2-11)	_____
2.6 Subcontractors Information and Qualifications (page 2-13)	_____
2.7 Bonds (page 2-14)	_____
2.8 Business Diversity Enterprise (BDE) Utilization Requirements (page 2-15)	NA
2.9 Statement of Residency (page 2-15)	_____
2.10 Nondiscrimination (page 2-16)	_____
2.11 Insurance Certificates (page 2-17)	_____
2.12 Contractor's Responsibilities (page 2-20)	_____

I understand that all of these items will be reviewed, and any items not included may result in my bid being considered non-responsive.

2.2 **ADDENDA TO THE REQUEST FOR PROPOSALS**

The undersigned acknowledges receipt of Addenda No. ___ thru ___ issued for this Request for Proposals, and has included all addenda in the proposal.

[Insert N/A in blanks if no addenda were issued.]

CONTRACTOR:

Signature

Company

Name

Date

Title

INCLUDE ALL ADDENDA FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL

2.3 SCOPE OF WORK

Proposals are being accepted by the City of Fort Worth (City) for the furnishing of all labor, materials and equipment necessary to perform the required services for petroleum storage tanks owned or operated by the City of Fort Worth. Occasional emergency repair work possibly will be required as well as PST-related training activities, when applicable, with implementation of technological upgrades to the City's fuel management infrastructure.

The City of Fort Worth operates 31 underground storage tanks at 12 sites. Required tests include annual Stage II compliance testing, triennial corrosion protection system tests, triennial tank tightness tests, and annual line leak detector testing and pipe tightness tests. A list of City of Fort Worth facilities with underground storage tanks including details of tank characteristics and required testing is provided at the end of this section.

Contractor shall coordinate with the City's Transportation and Public Works and Equipment Services Departments to establish a tentative schedule for required regulatory testing no later than fourteen (14) calendar days from date of Notice to Proceed.

Vendor must be able to provide service (on-call) twenty four (24) hours per day, seven (7) days a week, including holidays. If the vendor cannot respond to an outage within the specified time, the City has the option to obtain service from other qualified vendors.

Response Time (following notification)

- Normal – Work shall have begun by the end of the normal working hours of the next day.
- Emergency – Work shall have started within four (4) hours.

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.

Failure to bid on any single item or procedure may be considered grounds for rejection of the bid unless an alternative is clearly provided. In case of ambiguity or lack of clarity in the prices stated in the bid, the City reserves the right to adopt the most advantageous construction thereof or to reject the bid.

Remainder of this page intentionally left blank

List of City of Fort Worth facilities with underground storage tanks indicating potential scheduled tests (unshaded cells).

Facility Name	TCEQ Facility ID NO.	Year Installed	TCEQ Tank ID	Contents	Capacity (gallons)	Stage I (PD,PV) Test	Triennial Cathodic Test	Line and Leak Detector (L/LD) Test	Triennial Tank Test
Fire Station 14 2737 Meadowbrook Drive	7552	1983	1	Diesel	550				
		1983	2	Gasoline	550				
Fire Station 24 3101 Forest Avenue	45916	1987	1	Diesel	1,000				
		1987	2	Gasoline	1,000				
Fire Station 25 3801 N. Main Street	7563	1982	1	Diesel	550				
		1982	2	Gasoline	550				
Fire Station 31 4209 Longstraw	7569	1985	1	Diesel	550				
		1985	2	Gasoline	550				
Fire Station 32 10201 White Settlement Road	7570	1985	1	Diesel	550				
		1985	2	Gasoline	550				
Fire Station 33 14650 Statler Road	7802	1987	1	Diesel	1,000				
		1987	2	Gasoline	1,000				
Fire Station 44 (Meacham) 4201 N. Main Street	28135	1980	1	Diesel	1,000				
		1970	2	Gasoline	550				
James Avenue Service Center 5001 James Ave.	77653	2005	1	Diesel	20,000				
		2005	2	Diesel	20,000				
		2005	3	Diesel	20,000				
		2005	4	Gasoline	20,000				
		2005	5	Gasoline	20,000				
Southside Service Center 4100 Columbus Trail	48704	1987	1	Diesel	10,000				
		1987	2	Gasoline	10,000				
		1987	3	Diesel	10,000				
Downtown Service Center 1013 Cherry Street	7526	1968	1	Gasoline	12,000				
		1955	2	Gasoline	6,000				

Facility Name	TCEQ Facility ID NO.	Year Installed	TCEQ Tank ID	Contents	Capacity (gallons)	Stage I (PD,PV) Test	Triennial Cathodic Test	Line and Leak Detector (L/LD) Test	Triennial Tank Test
Water Service Center 2201 W. Daggett Street	7524	1969	1	Gasoline	10,000				
		1969	2	Diesel	10,000				
		1969	3	Diesel	10,000				
North Service Center 301 Hillshire Drive	88249	2016	1	Gasoline	20,200				
		2016	2	Gasoline	20,200				
		2016	3	Diesel	20,200				
		2016	4	Diesel	20,200				

2.4 PRICE

Contractors should provide a price for each item in the table below. The Contractor may wish to include additional tasks as appropriate depending on the complexity of the technology proposed. A cost estimate for each task associated with a subcontractor should be provided. Prices listed for system tests shall include all labor, material, and equipment to perform the function. For labor rates, which may be necessary for repairs, training, or other services, do not add employee categories. Select the City class closest to the Contractor’s actual classification. All labor rates listed shall be hourly rates.

NO COMPENSATION SHALL BE PAID to the Contractor for the cost of obtaining and maintaining insurance, bonds, licenses, and certificates as required herein, as these are considered subsidiary to other items for which lump sum or unit prices are requested in this bid.

A current list of facilities and USTs is provided in Section 2.3. The list provides information on tank characteristics and indicates the scheduled tests that may be required during the initial contract term. This list is subject to change and does not include potential unscheduled maintenance and repair activities.

BID ESTIMATE

System Tests	Unit Price	Quantity*	Extended Price
Stage I (PD,PV) Compliance Test		5	
Line and Leak Detector (L/LD) Test		20	
Annual Release Detection Test		5	
Electronic Leak Detector Test		15	
Tank Test		10	
Interstitial Test		5	
Spill Bucket Test		26	
Dispenser Sump Test		20	
STP Sump Test		12	
Cathodic Test/ Impressed Current		5	
Liquid Sensor Test		5	
ATG Inspection/Test		5	
Additional Services/ Parts & Supplies	Unit Price	Quantity*	Extended Price
Fuel Removal PSTs (Disposal or Recycling)		5	
Sump Repairs		5	
Training		1	
Tank cleaning		5	
Fill Cap		5	
Vent Cap		5	
Flapper Valve (flow restrictors)		5	
Drop Tube Gasket		5	
Filter		5	
PV Valve		5	
Signage		5	
Employee Labor Rates per Hour	Per hour	Quantity*	Extended Price
Principal		10	
Technician		10	

Mark-up for Outside Services	% mark-up		
For materials, equipment, supplies, PST related maintenance services, and PST training that are not included in the above listed prices but are required at a job site.		/	/
TOTAL BID ESTIMATE:			

*Quantities are an estimate of potential work to provide a total bid estimate and are not a guarantee of actual amount of work to be performed.

CONTRACTOR:

Signature	Company
Name	Date
Title	

2.5 CONTRACTOR INFORMATION AND QUALIFICATIONS

Proposer shall submit the following items to demonstrate their qualifications and capabilities to fulfill and abide by the requirements listed herein. The documents listed below shall be included in this bid submittal, in the same order and numbered as listed, following this page, bound within the response.

Failure to submit any of the following information may result in the bid document being considered non-responsive.

2.5.1 Contractor Information

Provide **company information** including company name, address, telephone number(s), email address and FAX number(s) for the local office as well as the headquarters.

2.5.2 Contractor Qualifications

A. Business Qualifications and Experience

Providers must submit an up-to-date, concise statement of qualifications.

- a) Document provider’s experience with tank tightness testing, piping testing, Line Leak Detector (LLD) testing, Stage II testing, and all other applicable testing associated with underground storage tank (UST) compliance and maintenance.
- b) Include copies of appropriate company licenses and certificates from TCEQ, EPA, DOT, etc.
- c) If applicable, photographs, schematic drawings, and vendor’s brochures should be included with a narrative description.

- d) Provide listing of major equipment owned and operated by the provider including age and condition of the equipment.

B. Personnel Qualifications and Experience

Providers must include in the bid credentials of the key personnel who will be assigned to this contract. These credentials must include but may not be limited to the following: degrees and other pertinent training information, experience petroleum storage tank and Stage II testing (total years experience and years experience with provider), appropriate certifications, registrations, and licenses, and familiarity with the methods listed in Section 2.4. Identify key persons by name and title and describe the primary work assigned as associated with this contract.

2.5.3 Technology Description

This is a critical portion of the Bid because the feasibility of the methods for completing the work must be carefully demonstrated.

A description of the tank tightness testing protocol, piping tightness testing protocol, corrosion protection equipment testing protocol, and the Stage II Vapor Recovery System testing protocol shall be submitted with the bid documents. Photographs, schematic drawings, vendor brochures and third party certifications should be included in addition to the narrative description for each of the proposed work tasks. Each work task shown on the Bid Estimate form should be addressed at a minimum.

2.5.4 References

Providers must submit five (5) customer references for previous clients who have received similar services to those proposed by the provider for this agreement. Each reference must include the organization name, name of contact person, address, telephone number and description of services provided. Current City of Fort Worth personnel may not be used as references. Subcontractors named in this bid and partners of your firm may not be used as references.

**INCLUDE A COPY OF THE QUALIFICATIONS AND CAPABILITIES
FOLLOWING THIS PAGE BOUND WITHIN THE BID PACKAGE.**

2.6 SUBCONTRACTORS INFORMATION AND QUALIFICATIONS

Complete the following table listing each subcontractor and their proposed task associated with this contract.

Subcontractor's Name	Proposed Task

If subcontractors are to be utilized, the following information should be submitted for **EACH** subcontractor.

2.6.1 Subcontractor Information

Provide subcontractor's company name, address, email address, telephone number(s), and FAX number(s) for the local office as well as the headquarters.

2.6.2 Subcontractor Qualifications

Provide a brief description of the subcontractor's qualifications to perform the proposed tasks.

INCLUDE ALL INFORMATION/DOCUMENTATION REQUIRED IN SECTION 2.6 FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL

2.7 **BONDS**

2.7.1 **Bidder's Bond**

Bids must be accompanied by a bidder's bond in the amount of 5% of the total bid estimate. 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 bond is subject to forfeiture in the event the successful Contractor fails to execute the contract documents within 10 calendar days after the contract has been awarded.

2.7.2 **Payment and Performance Bonds**

Before beginning work on any Public Works Contract as defined in TX. Loc. Gov't. Code Section 2253,, the Contractor shall be required to execute to the City of Fort Worth, a **payment bond** if the contract is in excess of \$25,000, and a **performance bond** if the contract is in excess of \$100,000. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or subcontractor to supply labor or material; and in 100% the amount of the Contract. The performance bond is solely for the protection of the City of Fort Worth; in 100% the amount of the Contract; and conditioned on the faithful performance by Contractor of the work in accordance with the plans, specifications, and contract documents. Contractor must provide the payment and performance bonds, in the amounts and on the conditions required, within 14 calendar days after Notice of Award.

2.7.3 **Requirements for Sureties**

The bonds shall be issued by a corporate surety duly authorized and permitted to do business in the State of Texas that is of sufficient financial strength and solvency to the satisfaction of the City. The surety must meet all requirements of Article 7.19-1 of the Texas Insurance Code. All bonds furnished hereunder shall meet the requirements of Chapter 2253 of the Texas Government Code, as amended.

In addition, the surety must (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the City upon request. The City, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the City that are at the time in default or delinquent on any bonds or which are interested in any litigation against the City. Should any surety on the Contract be determined unsatisfactory at any time by the City, notice will be given to the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to the City.

INCLUDE CASHIER'S CHECK OR BIDDER'S BOND FOLLOWING THIS PAGE.

2.8 BUSINESS DIVERSITY ENTERPRISE (BDE) UTILIZATION REQUIREMENTS

BDE participation is not required for this contract.

2.9 STATEMENT OF RESIDENCY

The following information is required by the **City of Fort Worth** in order to comply with provisions of state law, TEXAS GOVERNMENT CODE § 2252.001, State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident.

Every bidder shall affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information shall result in your bid being declared non-responsive. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Fort Worth**. For this reason, each Bidder shall complete and return, with its bid, the Statement of Residency Form. Failure to provide all required information shall result in the bid being considered non-responsive.

TEXAS GOVERNMENT CODE § 2252.001 defines a **Texas "Resident Bidder"** as a bidder whose principal place of business* is in the state of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas. TEXAS GOVERNMENT CODE § 2252.001 defines a **"Nonresident Bidder"** as a bidder whose parent company or majority owner does not have its principal place of business* in the state of Texas.

Bidder's complete company name: _____

State your business address in the adjacent space provided if you are a **Texas Resident Bidder**: _____

State your business address in the adjacent space provided if you are a **Nonresident Bidder**: _____

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity

- has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office.

Statement of Residency Form (Section 2.9) prepared by:

Printed Name Title

Signature Date

2.10 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. Contractor agrees that Contractor, its employees, officers, agents, 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 Contractor, its employees, officers, agents, or subcontractors herein.

CONTRACTOR:

Signature

Company

Name

Date

Title

2.11 **INSURANCE CERTIFICATES**

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.

a) 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

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 as comprehensive as the current Insurance Services Office (ISO) policy.

2. Automobile Liability

- \$1,000,000 each accident on a combined single limit basis

Split limits are acceptable if limits are at least:

- \$250,000 Bodily Injury per person /
- \$500,000 Bodily Injury per accident /
- \$100,000 Property Damage

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. The named insured and employees of contractor shall be covered under this policy. Liability for damage occurring while loading, unloading and transporting materials collected under the contract shall be included under this policy.

3. Worker's Compensation

Statutory limits

Employer's liability

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

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

4. Environmental Impairment Liability and/or Pollution Liability

- o \$4,000,000 per occurrence.

EIL coverage(s) must be included in policies listed in item 1 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 shall be included under the Automobile Liability insurance or other policy(s).

b) 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. The certificate of insurance shall document 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 policies
2. The certificate of insurance shall provide thirty days (30) notice of cancellation or non-renewal.

Example: "This insurance shall not be canceled, limited in scope or coverage, cancelled or non-renewed, until after thirty (30) days prior written notice has been given to the City of Fort Worth.

3. The certificate shall be signed by an agent authorized to bond coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide
4. All policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City of Fort Worth.
5. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, 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.
6. 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.
7. "Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement 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 the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

8. Policies shall have no exclusions by endorsements, which nullify the required lines of coverage, nor decrease the limits of said coverages unless such endorsements are approved in writing by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
9. Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the Risk Management Division of the 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 Risk Management.
10. Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City's Risk Management Division
11. The 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 the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City of Fort Worth. The City shall be required to provide prior notice of ninety (90) days.
12. The 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 necessary to conform the policy and endorsements to the requirements of this contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.
13. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

- 14. 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.

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.

FOR PURPOSES OF EVALUATING THIS SUBMITTAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE WITHIN THE BID PACKAGE.

2.12 CONTRACTOR’S RESPONSIBILITIES

Contractor is responsible for becoming familiar with the character, quality, quantity of work to be performed, materials and equipment required.

Contractor 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, unless otherwise specified in this Invitation to Bid.

All costs associated with preparing a bid in response to the solicitation shall be borne by the bidder.

The undersigned acknowledges the requirements of this section, and intends to comply with same in the execution of this project.

CONTRACTOR:

Signature

Company

Name

Date

Title



ADDENDUM

TO: Interested Parties
FROM: Kevin Pas, Sr. Environmental Specialist
DATE: December 5, 2018
RE: Addendum
Petroleum Storage Tank Related Services
Project #: **ENV 18-06: PST Services**

As of Wednesday, December 5, 2018 the following clarifications apply;

1. Annual Release Detection Test – unsure what test is being requested

Systems Tests

Test the Automatic Tank Gauge, controllers, alarms, verify system configuration, test battery backup, and memory backup. Test probes and sensors. Inspect floats to insure they move freely. Test emergency shutoff, overfill alarms to calibration standards. Automatic line leak detector: test to ensure devices are working to specs.

2. Interstitial Test – does this mean Tank Interstitial (outerwall) or Interstitial Sensors?

Systems Tests

Interstitial Sensors on the PST system.

3. Fuel Removal PSTs (Disposal or recycling) – requesting more info

Additional Services/Parts & Supplies

This is the removal of fuel, petroleum and by products, water, and etc. from UST/AST utilizing recycling or proper disposal methods.

4. Sump Repairs – requesting more info

Additional Services/Parts & Supplies

Refers to dispenser sumps, spill buckets, and STP sumps. This would require means and methods of repair to assure a compliant containment sump.

5. Training – requesting more info

Additional Services/Parts & Supplies

The ability for the contractor or outside source to provide UST Class A, B, and C operator training under this contract.

6. Flapper Valve (flow restrictors) – requesting more info

Additional Services/Parts & Supplies

Replace old flow restrictors with Flapper Valves.

7. Signage – requesting more info

Additional Services/Parts & Supplies

Provide labeling of PST systems to meet State and Federal requirements.