

REQUEST FOR QUALIFICATIONS

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



PROJECT: ENV 19-01: CITYWIDE ENVIRONMENTAL BROWNFIELDS PLAN (ENVIRONMENTAL ENGINEERING AND PLANNING PROFESSIONAL SERVICES AS RELATED TO BROWNFIELDS)

**MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30
ON THURSDAY, JANUARY 31, 2019**

Submitted by:

Company Name

President/Vice-President printed name

Mailing Address

President/Vice-President signature

City State Zip

Date

Telephone

email

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1.0 REQUEST FOR QUALIFICATIONS

1.1 PROJECT DESCRIPTION

The purpose of this Request for Qualifications is to obtain information from capable and experienced firms as to their professional qualifications and their ability to provide “**Environmental Engineering and Planning Professional Services**” to the City of Fort Worth for the Environmental Division Brownfields Program. For more details on the scope of services, refer to section 2.2. For any contract awarded there is an expected not-to-exceed the contracted amount with no guaranteed minimum amount of work.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

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

1.2 GENERAL REQUIREMENTS

Compliance With Laws: All Contractors shall be required to comply with:

1. Chapter 17, “Human Relations,” Article III, “Discrimination,” Division 3, “Employment Practices,” of the City of Fort Worth, Texas Code of Ordinances, prohibiting discrimination in employment practices;
2. City of Fort Worth’s Business Diversity Enterprise (BDE) Ordinance, Ordinance No. 21606-01-2015;
3. 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 (TDSHS), the Occupational Health and Safety 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; and
4. House Bill 1295 (codified in Section 2252.908 of the Texas Government Code) which is a new law that applies to many City contracts.

1.3 INTERPRETATION OF RFQ DOCUMENTS

All requests for an interpretation of the RFQ must be made in writing and submitted to the Code Compliance Department, Environmental Quality Division by fax, regular mail, or e-mail (preferred), at any time up to seven (7) calendar days prior to the time of the opening of qualifications documents. 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 RFQ as a formal addendum. Each provider that intends to submit a qualifications package must e-mail Ms. Hayley Mann with a notification of intent to submit. The City will post addenda on its Purchasing website. 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 qualifications package. No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Fort Worth.

Requests for interpretations must be submitted to:

Hayley Mann, Brownfields Coordinator
Environmental Quality Division
City of Fort Worth
200 Texas Street, Fort Worth, TX, 76102-6311
Phone 817-392-5146 FAX 817-392-6359
hayley.mann@fortworthtexas.gov

1.4 CONFLICTS

Should there be conflicts between the Qualifications Package documents and the final executed contract document; the final contract shall take precedence.

1.5 PRE-QUALIFICATIONS MEETING

A Pre-Qualifications Conference will be held from **10 a.m. to 12:00 p.m., Tuesday, January 8, 2019 in the conference room on the 7th floor at 908 Monroe Street, Fort Worth, Texas.** Attendance at the pre-qualifications conference is not mandatory but is recommended.

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

Qualifications 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 Quality Division office at 908 Monroe Street, 7th Floor, Fort Worth, Texas 76102, during normal business hours. Contact Hayley Mann, at 817-392-5146 or email Hayley.Mann@fortworthtexas.gov for assistance.

1.6 HOW TO SUBMIT A QUALIFICATIONS PACKAGE

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

The qualifications package must include all items to complete the project or the entire Qualifications Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the qualifications package.

Qualification Packages (electronic thumb-drive only) must be submitted in a sealed envelope, addressed

to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. **The Qualifications Packages must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, January 31, 2019.**

The project number must be clearly marked on the envelope and the statement **“QUALIFICATION DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, January 31, 2019”** 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 Qualification Documents not properly marked or not received in the proper place by the proper time **will be considered non-responsive.**

NO FAXED or EMAILED QUALIFICATIONS PACKAGE WILL BE ACCEPTED

1.7 OPENING OF QUALIFICATIONS PACKAGE

The firm name for each qualification package submitted will be read aloud at read aloud at 2:00 p.m. on **Thursday, January 31, 2019**, in the Fort Worth City Council Chambers. The Qualification 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 Qualification Packages will be open for public inspection after the contract is awarded.

However, information in the Qualification 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.

1.8 QUALIFICATIONS PACKAGE EVALUATION CRITERIA

The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and the Qualifications Package. The Qualification Package will be evaluated by qualitative measures and will be weighted as follows:

FACTOR	WEIGHT
1. Provider’s Company Experience	25 points
2. Provider’s Personnel Experience	25 points
3. Provider’s Work History With City*	5 points
4. Subcontractor’s Experience	10 points
5. Example Plans for City of Fort Worth Brownfields Program	15 points
6. BDE Ordinance – SBE Participation	20 points
TOTAL	100 points

***No work history with the City will receive a score of 0 points.**

NOTES:

- *Any of the above factors may be weighted as low as -10 points.*
- *Statement of Qualifications (SOQ) for selected responsive parties may require face to face 60 minute interviews.*

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

1.9 NEGOTIATION OF THE CONTRACT

After selecting the most highly qualified Provider, the City will then attempt to negotiate with such Provider a contract at a fair and reasonable price. At this time the City will request from Provider a Fee Statement for primary charges for the proposed scope of services. If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the City shall formally end negotiations with that Provider, select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider at a fair and reasonable price. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Qualifications based on a new scope of work.

During negotiations, the Provider will also respond to the City's Business Diversity Enterprise (BDE) Utilization Requirements as set forth in Section 2.5 of this Request for Qualifications. The City will negotiate with the successful Provider any final changes to the contract and any exceptions identified in the Qualifications Package 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.

1.10 AWARD OF THE CONTRACT

The City will send a notice of award letter to the successful Provider with three (3) sets of contract documents. The successful Provider 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 Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.11 RESERVATIONS

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

2.0 QUALIFICATIONS PACKAGE DOCUMENTS

2.1 QUALIFICATIONS PACKAGE DOCUMENT CHECKLIST

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

<u>Qualifications Package Documents</u>	<u>Initial if Included</u>
1. QUALIFICATIONS CERTIFICATION	_____
2. VENDOR COMPLAINT TO STATE LAW	_____
3. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
4. MINORITY BUSINESS ENTERPRISE (MBE)	_____
5. PROVIDER'S QUALIFICATIONS AND EXPERIENCE	_____
6. PROVIDER'S LICENSES AND CERTIFICATES	_____
7. SUBCONTRACTOR INFORMATION AND QUALIFICATIONS	_____
8. FINANCIAL STATEMENT	_____
9. PROVIDER'S LEGAL & COMPLIANCE HISTORY	_____
10. INSURANCE CERTIFICATES	_____
11. EXHIBITS & FEE SCHEDULE	_____
12. PREVAILING WAGE RATE	_____
13. COMPLIANCE & WORKERS COMPENSATION	_____

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

2.2 SCOPE OF WORK

Qualifications are being accepted by the City of Fort Worth for the provision of professional services for the application of environmental and engineering consulting services for the purpose of enhancing and refining a Community-Based Brownfield Redevelopment Program for the City of Fort Worth. A qualified firm will be contracted to the City of Fort Worth to perform:

Primary Services

- Identifying key components necessary for the enhancement and continuation of the program into the future;
- Development of key components necessary in promoting a sound and viable Brownfields program;
- Establish instruments of business as it pertains to the Brownfields program (e.g. Brownfields agreements, Brownfields applications for the community developers, etc...)
- Establish a comprehensive Brownfields listing or database within the City of Fort Worth for every potential Brownfields location;
- Identify key partnerships required within the municipal government as well as in the private sector development and community stakeholders in order to promote the growth of the Brownfields program;
- The development of a comprehensive program to address the issues of Environmental Justice, community involvement and partnerships, and urban smart growth principles to aid in the protection of human health and the environment within Fort Worth;
- Establish measureable accomplishments or outcomes (e.g. number of jobs created, tax revenue generated, open space created, etc....) to fully gauge the success of the program;

The Provider should identify key challenges in Brownfields redevelopment, critical participants in Brownfields transactions, and important stages throughout processes such as pre-development, assessment, cleanup and development, and long-term property management within the City of Fort Worth.

The Provider is expected to furnish the City of Fort Worth with proven Brownfields strategies that will significantly promote the City's vision for the program and utilize available assets and means to fully engage Brownfields opportunities for projects using private, public-private, and public funding sources in order to promote the City's overall goal and vision for improved environmental stewardship and municipal responsibility.

Provider shall ensure that the Qualifications Package and any resumes included not only document relevant work experience but also summarize how the Provider has been a good steward of the Client's funds. Additionally, details should be included how the Provider has brought creative solutions to the table in an effort to control costs, reduce remediation time, increase effectiveness, etc.

THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT

2.3 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.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

2.4 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Check if applicable _____

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Qualifications, 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 Qualifications.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(signature)

City, State, Zip

Title (print or type)

2.5 MINORITY BUSINESS ENTERPRISE (MBE)

In accordance with the City's Business Diversity Enterprise Ordinance No. 20020-12-2011 (as amended), the City has goals for the participation of minority business enterprise in City contracts. A copy of the Ordinance can be obtained from the Office of the City Secretary. The Bidder shall submit the MBE Utilization Form, Subcontractor/Supplier Utilization Form, Prime Contractor Waiver Form and/or Good Faith Effort Form with documentation and/or Joint Venture Form as appropriate. The Forms including documentation must be received by the City no later than 2:00 p.m. CST, on the second business days after the bid opening date. The Bidder shall obtain a receipt from the City as evidence the documentation was received. Failure to comply shall render the bid as non-responsive.

The **Minority Business Enterprise (MBE)** diversity goal is **5%**.

It is important to note that only MBE subcontractors and suppliers that perform a commercially useful function may count towards the MBE diverse goal. If the Proposer is certified as a DBE, MBE, SBE or WBE firm, it is not permissible to count itself or its subsidiary-owned companies towards the established goal; the goal represents subcontracting opportunities.

Bidders **must** obtain MBE listings from the City of Fort Worth's M/WBE Office at 817-212-2674 or email mwbeoffice@fortworthtexas.gov. This will ensure that Bidders are acknowledging MBE firms currently certified by the North Central Texas Regional Certification Agency (NCTRCA) or other certifying agencies that the City may deem appropriate and accepted by the City of Fort Worth at the time bids are submitted, in order for the participation to be counted towards the established diverse goal. The firms must be located in the City's six (6) county geographic marketplace that includes the counties of: Tarrant, Dallas, Denton, Johnson, Parker, and Wise. Also note if a firm is DBE certified that reflects minority ownership and meets the criteria's stated, it may count towards the goal.

If an Offeror (regardless of certification status or if a non-D/M/W/MBE), however, forms a joint venture with one or more MBEs, the MBE joint venture percentage participation will be counted towards the established goal. The appropriate City of Fort Worth Joint Venture form must be submitted for review and approval in order for it to be counted. The City of Fort Worth strongly encourages joint ventures.

If Offeror failed to meet the stated MBE goal, in part or in whole, then a detailed explanation must be submitted to explain the Good and Honest Efforts that firm made to secure MBE participation.

Failure to submit the MBE participation information or the detailed explanation of the bidder's Good and Honest Efforts to meet or exceed the stated MBE goal, may render that bid non-responsive.

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:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

Remainder of page intentionally left blank

2.6 QUALIFICATIONS CERTIFICATION

The undersigned having carefully examined the specifications, instructions, and conditions set forth in this Request for Qualifications, including all addenda, issued by the City of Fort Worth, affirms that he/she understands all requirements of this RFQ, is authorized to execute this Qualifications Package and any contract(s) and/or other transactions required by award of this solicitation, and hereby proposes to provide the industrial hygiene services as specified. The undersigned further attests and certifies that:

- a. Corporate provider equipment and personnel are capable of performing each task described in the Scope of Work (Section 2.2) either using proposer’s resources or through subcontracts.
- b. All qualifications documents have been submitted in one sealed envelope.
- c. Fee schedule is provided with the qualifications documents in a separate sealed envelope.
- d. This qualifications summary and the accompanying qualifications documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

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. Submitter agrees that submitter, 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.

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

The contractor is required to fill out and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Project Manager before the contract will be presented to the City Council. The form can be obtained at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

PROVIDER:

(Company Name)

BY: _____
(print or type name of signatory)

(Address)

(Signature)

(City, State, Zip)

Title (print or type)

Phone)

(Email)

2.7 PROVIDER’S QUALIFICATIONS AND EXPERIENCE

2.7.1 Business Qualifications and Experience

Provider shall include a copy of its current Statement of Qualifications (20-page maximum, 11 pt. type minimum). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of Qualifications Package. Within the statement of Qualifications Package the Provider should:

1. Discuss provider’s experience managing, developing and performing brownfields- related activities including, but not limited to development, assessments, marketing, and brownfields promotion experience.
2. Describe any web-based customer service system that may be available to view and track City projects.

2.7.2 Personnel Qualifications and Experience

Provider should submit a brief résumé (one page maximum, 11 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 should complete a matrix similar to the one below. The position titles can be changed to fit Provider’s terminology but the ultimate job function should be clear. If a single individual fulfills more than one position then provide the relevant years of experience for that position.

Position Title / Job Function	Name	Years of Experience	Years with Provider

2.8 SUBCONTRACTOR INFORMATION AND QUALIFICATIONS

For each subcontractor to be used for services under this contract provide the information requested in the table below and include the following information with the Qualifications Package:

1. Concise statement of qualifications pertinent to the services to be provided under the contract;
2. A list of principals and officers of company including years of experience in applicable fields;

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

2.9 INSURANCE

FOR PURPOSES OF THIS REQUEST FOR QUALIFICATIONS PACKAGE, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS SECTION AND INCLUDED WITHIN THE QUALIFICATIONS 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 claim**
 - **\$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).

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 2.7 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 2.7 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
Within the Qualifications Package**

2.11 PROJECT REFERENCES

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

2.12 PROJECT SCHEDULE AND PAYMENTS

Provider shall submit the following items included in this bid submittal, in the same order as listed, following this page, included within the response.

Project Schedule: Contractors shall provide a project schedule that includes all major tasks pursuant to the Scope of Work and Specifications. The project schedule shall show all tasks in the left most columns and their duration shall be plotted horizontally versus time. A time scale shall be selected so that the complete duration of the project can be shown on paper with a maximum dimension of 11" high by 17" wide. The project schedule must be submitted with the bid. During the term of the contract the Contractor shall submit monthly project schedules showing planned work and actual work accomplished.

Schedule of Values: Progress Payments will only be made after completion of those tasks and/or subtasks identified on the Project Schedule and Schedule of Payments. Progress Payments will be made during the project no more frequently than once per month. A payment schedule must be submitted with the Bid showing the name of each task and/or subtask, the name of the deliverable document for each task and/or subtask, total task and/or subtask cost, planned payment dates for each task and/or subtask, and the amount that would be remaining in the contract account. Upon receipt of final project completion documentation, final project payments will be approved. Final payments will not be approved until project completion documentation has been submitted to and approved by the City of Fort Worth.

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

2.13 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Qualifications. 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 Qualifications**. 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, and/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 Qualifications 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

2.14 EXHIBITS

Each Provider shall submit a single copy of the following document types for review:

- Example of Previous Brownfields Strategic Plans
- Comments on Brownfields Marketing Strategies
- Approach for City of Fort Worth Brownfields Strategies for Public/Private Partnerships
- Brownfield Plan Development Action Plan

Include one (1) copy of each document within this qualifications package

2.15 FINANCIAL STATEMENT

Providers must provide a current certified or compilation financial statement within this section of the qualifications. The financial statement shall be no more than six months old.

Include one (1) copy of the financial statement within this qualifications package

Remainder of page intentionally left blank

2.16 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)

2.17 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

"ENV 19-01 – BROWNFIELDS"

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 _____, 2019

 Notary Public in and for the State of Texas

2.18 FEE SCHEDULE

Fee Schedule shall be included with the Qualifications Package.

There is no specific format for the fee schedule. Please include hourly rates for professional staff and unit costs for laboratory fees, other expenses, etc. with identified markups.

Fee Schedule should include, at a minimum, rates for applicable personnel.

Fee Schedule will **NOT** be utilized in the decision-making process **BUT** should be included in the Qualifications Package.

Remainder of page intentionally left blank