

REQUEST FOR PROPOSALS



**REMOVAL, PACKAGING, TRANSPORTATION,
AND DISPOSAL OF
ASBESTOS-CONTAINING MATERIALS
FROM 3401 WEST LANCASTER AVE
WILL ROGERS MEMORIAL CENTER PIONEER TOWER
FORT WORTH, TEXAS**

**PROJECT #:
ENV 18-05: PIONEER TOWER ACM**

JUNE 29, 2018

TABLE OF CONTENTS

1.0	REQUEST FOR PROPOSALS	4
1.1	PROJECT DESCRIPTION	4
1.2	GENERAL REQUIREMENTS	5
1.3	INTERPRETATION OF THE REQUEST FOR PROPOSAL	6
1.4	CONFLICTS & QUESTIONS	6
1.5	HOW TO SUBMIT A PROPOSAL PACKAGE	6
1.6	OPENING OF PROPOSAL	7
1.7	PROPOSAL EVALUATION CRITERIA	7
1.8	NEGOTIATION OF THE CONTRACT	8
1.9	AWARD OF THE CONTRACT	8
1.10	RESERVATIONS	8
1.11	PROPOSER'S BID	8
2.0	PROPOSAL DOCUMENTS	9
2.1	PROPOSAL DOCUMENT CHECKLIST	9
2.2	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	10
2.3	MINORITY BUSINESS ENTERPRISE (MBE) (BEST VALUE PROPOSAL)	11
2.4	PROPOSAL SUMMARY	12
2.5	PROPOSAL OF THE PROVIDER	13
2.6	LIST OF SUBCONTRACTORS	14
2.7	INSURANCE	15
2.8	PROVIDER'S LICENSES & CERTIFICATES	17
2.9	PROVIDER'S LEGAL AND COMPLIANCE HISTORY	19
2.10	PERFORMANCE AND PAYMENT BONDS	22
2.11	BID SECURITY	22
2.12	PREVAILING WAGE RATE	23
2.13	WORKER'S COMPENSATION COMPLIANCE	24

2.14	VENDOR COMPLIANCE TO STATE LAW _____	25
2.15	NONDISCRIMINATION _____	26
3.0	ASBESTOS SURVEY & SPECIFICATIONS _____	27

1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Proposals are being accepted by the City of Fort Worth for the provision of furnishing of all labor, materials and equipment necessary for the removal, packaging, transportation, and disposal of asbestos-containing materials from 3401 West Lancaster, Fort Worth, Texas.

Removal of Asbestos: The scope of work includes removal and disposal of the following asbestos-containing or asbestos-contaminated materials utilizing wet methods within full, negative pressure containment equipped with HEPA ventilation from specified areas of the building located at 3401 West Lancaster Avenue, Fort Worth, Texas. All removed materials are to be disposed of as asbestos-containing material. All debris generated from removal is to be disposed of as asbestos-containing waste. The following materials are to be removed from the specified areas.

All asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations.

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 System for Award Management (SAM) (<https://www.sam.gov/portal/SAM/#1>). Before proceeding on each project the provider including subcontractors will have to certify they are NOT an excluded business on SAM.

ASBESTOS ABATEMENT

Type of Asbestos-Containing Material	Estimated Quantity of Asbestos-Containing Material
Brown Caulking located around metal frames associated with glass blocks	800 SF
White Window Glazing located on first floor, dark brown, windows	17 Windows
Electrical wiring supplying power to light bars located behind glass blocks	2,400 LF

The City will perform the following tasks under this contract:

- Provide Asbestos Assessment Reports and Asbestos Removal Specifications;
- Provide site contact information;
- Provide site access;
- Provide Asbestos Consultant Agency to oversee work;
- File Texas Department of State Health Services (TDSHS) Asbestos Notification;
- Pay applicable TDSHS asbestos notification fees;
- If the Provider provides its own personal sampling pumps and PCM cassettes to the City's Asbestos Consultant, the City's Consultant will perform the laboratory analysis of the PCM cassettes for OSHA monitoring.

1.2 GENERAL REQUIREMENTS

Proposals will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, 76102, until **1:30 p.m., Thursday, August 9, 2018** and will be opened and publicly read aloud approximately thirty minutes later in the Council Chambers.

The project name is **"ENV 18-05: PIONEER TOWER ACM, REMOVAL, PACKAGING, TRANSPORTATION, and DISPOSAL OF ASBESTOS-CONTAINING MATERIALS FROM 3401 WEST LANCASTER, FORT WORTH, TEXAS."**

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 Pre-Proposal Conference will be held at **7:30 a.m., Thursday, July 19, 2018** at 3401 West Lancaster Ave, Pioneer Tower, Fort Worth, Texas.

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

The Proposal Documents submitted in accordance with this Request for Competitive Sealed 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.

Offerors must submit a bid bond with their proposal. Offeror(s) to whom an award of contract(s) is made will be required to provide Payment and Performance Bonds, as required, and provide proof of Contractors General Liability and Statutory Workers Compensation Coverage.

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 Quality Division, by fax, regular mail, or email, **at any time up to fourteen (14) 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 by **registering their company's interests with Roger Grantham at roger.grantham@fortworthtexas.gov**. 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.

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 Quality 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 of the entire package shall be submitted on a "flash or thumb" drive** of their Proposal Package to the City.

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 9, 2018.

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 9, 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.

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 9, 2018, 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 PROPOSAL EVALUATION CRITERIA

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

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

1. Proposed Price (40%)

The lowest priced responsive will receive 35 points for this rating criteria. Higher priced proposals will receive proportionally lower scores. When compared to the lowest price, the higher priced proposal will have its score reduced by one percent (1%) for every percent it is higher than the lowest price. The score will be rounded to the nearest whole number.

2. Proposed Project Schedule (20%)

For this project, the selected contractor will coordinate and work with the City Staff during the construction period.

3. Reputation/Experience (40%)

Reputation and experience of the Offeror (25%) as demonstrated by listing past and current projects including references with names and current telephone numbers; and, list of subcontractors (10%) including subcontractor qualifications.

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

4. ~~Minority/Women Business Enterprise (20%)~~ WAIVED

MBE and WBE proposers, in accordance and consistent with the City's Business Diversity Enterprise (BDE) Ordinance, will receive Evaluation Preference Points to reflect the City's strong and serious consideration to use MBEs and WBEs as primes.

1.8 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.

During negotiations, the Provider will also respond to the City's Business Diversity Enterprise (BDE/MBE) Utilization Requirements as set forth in Section 2.3 of this Request for Proposals. 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.

1.9 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 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 the Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.10 RESERVATIONS

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

1.11 PROPOSER'S BID

Base Bid for Asbestos Abatement Activities \$ _____

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 CHECKLIST	_____
2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
3. MINORITY BUSINESS ENTERPRISES (MBE)	_____
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. 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) (BEST VALUE PROPOSAL)

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. I

The MBE goal for this project has been WAIVED.

Bidders **MUST** obtain MBE listings from the City of Fort Worth’s M/WBE Office at 817-392-2674 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), Dallas/Fort Worth Minority Supplier Development Council, and Women’s Business Council Southwest, 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 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. The undersigned also acknowledges:

“I am aware that I must submit information concerning the MBE participation within **TWO BUSINESS DAYS** of submittal of this Proposal in order to be considered responsive.”

PROVIDER:

_____ BY: _____

Company Name (print or type name of signatory)

Address (Signature)

City, State, Zip Title (print or type)

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 the required asbestos abatement services as instructed by the City. The Scope of Services is outlined on the following pages of the Proposal Documents.

ASBESTOS ABATEMENT

Type of Asbestos-Containing Material	Estimated Quantity of Asbestos-Containing Material
Brown Caulking located around metal frames associated with glass blocks	800 SF
White Window Glazing located on first floor, dark brown, windows	17 Windows
Electrical wiring supplying power to light bars located behind glass blocks	2,400 LF
TOTAL	\$

All Proposal Documents have been submitted in one sealed package.

_____ Addenda to the Request for Proposal have been received as acknowledged in Section 2.2.

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.

TDSHS Notification and Project Coordination

Contractor will be responsible for coordinating the start date of asbestos abatement with the Environmental Quality Division to allow for notification to the Texas Department of State Health Services (TDSHS). The City of Fort Worth will prepare and submit the TDSHS notification and pay all TDSHS notification fees.

PROVIDER:

(Company Name)

BY: _____
(print or type name of signatory)

(Address)

(Signature)

(City, State, Zip)

Title (print or type)

Phone)

(Email)

2.5 PROPOSAL OF THE PROVIDER

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

Provider shall attach 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 Proposal. Within the statement of Proposal the Provider should:

- Document Provider's experience (including references for asbestos abatement services as discussed in the following Scope of Services. This section should discuss past and current relevant jobs with special focus on LOCAL AREA work.
- Submit an organization chart depicting contact arrangement from the City to the Provider and from the Provider's representative to other areas within the Provider. Identify key persons by name and title and describe the primary work assigned. This chart must include the individual(s) assigned to ensure the BDE plan is followed.
- Submit a brief résumé (one page maximum, 11 pt. type minimum) for the overall key personnel assigned to this project (Project Manager, Project Site Supervisors, and Asbestos Supervisors) that will PERFORM WORK under this contract. These resumes do not count as part of the overall 20-page limit for the statement of Proposal.

Remainder of This Page Left Intentionally Blank

2.6 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.

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.

2.7 INSURANCE

FOR PURPOSES OF THIS REQUEST FOR PROPOSAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS SECTION AND BOUND 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**
 - **NOT APPLICABLE FOR THIS PROJECT**

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 Cody Whittenburg, City of Fort Worth – Code – Environmental Quality, 200 Texas St, 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.

2.8 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:

- TDSHS Abatement Contractor License;
- TDSHS Asbestos Transporter License; and
- TCEQ Asbestos Landfill.

(DSHS Abatement Worker and Supervisor Licenses do not need to be included within this submittal)

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
- current **Certificate of Good Standing** (Texas Secretary of States' office)

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.

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

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

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

**INSERT COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES
FOLLOWING THIS PAGE, WITHIN THE PROPOSAL PACKAGE**

Remainder of This Page Left Intentionally Blank

2.9 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, storm water, 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.TP

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

Remainder of This Page Left Intentionally Blank

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

2.10 PERFORMANCE AND PAYMENT BONDS

For projects in excess of \$50,000, the successful bidder entering into a contract for the work **will be required** to give the City surety in a sum equal to the amount of the contract awarded. The form of the bond shall be as herein provided and the surety shall be acceptable to the City. All bonds furnished hereunder shall meet the requirements of Texas Government Code Section 2253, as amended.

In order for a surety to be acceptable to the City, 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.

If the total contract price is \$50,000 or less, payment to the contractor shall be made in one lump sum. Payment shall not be made for a period of 45 calendar days from the date the work has been completed and accepted by the City.

If the contract is in excess of \$50,000, a Payment Bond shall be executed, in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work.

If the contract amount is in excess of \$100,000, a Performance Bond shall also be provided, in the amount of the contract, conditioned on the faithful performance of the work in accordance with the plans, specification, and contract documents. Said bond shall be solely for the protection of the City of Fort Worth.

2.11 BID SECURITY

Cashier's check or an acceptable bidder's bond payable to the City of Fort Worth, in an amount of five (5) per cent of the bid submitted. The Bid Security must accompany the bid and is subject to forfeit in the event the successful bidder fails to execute the contract documents within ten (10) days after the contract has been awarded. The Bid Security shall be included in the envelope containing the bid proposal. Failure to submit the Bid Security will result in the proposal not being considered for this project. Bidder's bond will be returned if the City fails to award the contract within 90 calendar days of receipt of bids, unless the Bidder agrees to an extension. The surety must be licensed to do business in the State of Texas.

**PLEASE ATTACH BID SECURITY (CASHIER'S CHECK OR BID BOND)
WITHIN THE PROPOSAL PACKAGE**

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:

<https://wdol.gov/wdol/scafiles/davisbacon/tx.html>.

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

"ENV 18-05: PIONEER TOWER RFP; REMOVAL, PACKAGING, TRANSPORTATION, and DISPOSAL OF ASBESTOS-CONTAINING MATERIALS FROM 3401 WEST LANCASTER, FORT WORTH, TEXAS."

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 §
COUNTY OF TARRANT § § KNOW ALL BY THESE PRESENTS:

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 _____, 2018

Notary Public in and for the State of Texas

2.14 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)

2.15 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)

3.0 ASBESTOS SURVEY & SPECIFICATIONS

The asbestos survey and specifications will be provided at the pre-bid meeting on July 19, 2018 at Pioneer Tower, 3401 West Lancaster Ave, at 7:20 a.m., and will be included in the first addendum.