



**CITY OF FORT WORTH / PURCHASING DIVISION
 INVITATION TO BID NO. 09-0210
 SCREENED TOP SOIL
 BID CLOSING DATE: NOVEMBER 5, 2009**

For further information contact: Lance Wright, Buyer (817) 392-6610

FAX (817) 392-8440 Lance.Wright@fortworthgov.org

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office by 1:30 P.M., November 5, 2009**, and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on the outside envelope. **Bids should be mailed or hand delivered to the following address:**

**Purchasing Division, Lower Level, Municipal Building
 1000 Throckmorton Street
 Fort Worth, Texas 76102**

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked **“BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M.”** in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (_____ days).

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid. Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas)

Company Name and Address	Company's Authorized Agent
	Signature:
Federal ID Number(TIN) or Social Security Number and Legal	Name and Title (Typed or Printed)
Company Name	Date
Telephone Number	
Fax Number	Email address:

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes _____ No _____

If you, the Vendor checked "Yes", the following will apply: Governmental entities within utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale
 Purchasing Manager



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit www.fortworthgov.org
- ⇒ Click on **Business**
- ⇒ Choose **Become A Vendor**
- ⇒ Review **Terms & Conditions**
- ⇒ Click **I Accept These Terms** to proceed
- ⇒ At next screen, click **No, I Want to Register**
- ⇒ Click **Register**
- ⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name **MUST** be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
- ⇒ Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your **commodities** (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
- ⇒ Enter a key word search for unknown commodity codes (example: janitorial)
- ⇒ An email address is required to register online
- ⇒ If you selected "Certified Minority" you will be requested to provide a copy of your Minority/Woman Owned Business certification

Congratulations, you've registered!!
You will receive an email with your registration confirmation.

For any changes/edits to your vendor profile please contact Donna Higgins at 817-392-8560 or email her at donna.higgins@fortworthgov.org.

OTHER SITES FOR CITY BIDS

TPW Engineering	www.fortworthgov.org/engineering	817-392-7941
Environmental Management	www.fortworthgov.org/dem	817-392-6088
Transportation and Public Works	www.fortworthgov.org/tpw	817-392-7800
Water	www.fortworthgov.org/water	817-392-7540

BID SOLICITATION



City of Ft Worth
1000 Throckmorton Street
Tax ID No. 75-6000528
Fort Worth TX 76102

BID OPENING DATE AND TIME:
11/05/2009 2:00 PM
BID NUMBER: 09-0210

BUYER: Wright, Lance
PHONE #: (817) 392 - 6610 ext.
DELIVERY REQUIRED:

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P
T
O
City of Ft Worth
VARIOUS DEPARTMENTS
MULTIPLE DELIVERY ADDRESSES
FORT WORTH TX 76102

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Item	Class-Item	Quantity	Unit	Unit Price	Total
2.0	750-77 Top Soil, Per Specifications	10000.00	CUYD		
				TOTAL:	

The City's standard payment terms are Net 30. However, any lesser term with a discount offered by the vendor may be accepted. When submitting a bid, the vendor must offer payment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early payment such as "2/20, net 30" or "1/15, net 30", etc. If the "Terms of Payment" section at the bottom is left blank, the City will assume Net 30 and evaluate the payment terms as Net 30.

ent terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early pay

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: _____

COMPANY: _____

DELIVERY: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

CITY OF FORT WORTH PURCHASING DIVISION
INSTRUCTIONS TO BIDDERS

1.0 **SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to the City's Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder, its agent, contractor, or consultant and City officials.
- 2.3.1 **After release of the Solicitation, no officer, employee, agent or representative of the Bidder shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this Solicitation, except as herein provided.**
- 2.3.2 Contacts by the Bidder with City staff when such contacts do not pertain to a solicitation or bid are exempt from this provision. Examples include:
- 2.3.2.1 Private (non-business) contacts with the City staff by the bidder's employees acting in their personal capacity;
- 2.3.2.2 Presentations and/or responses to inquiries initiated by City staff.
- 2.3.3 If a representative of the Bidder has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the solicitation.

2.3.4 **If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.**

3.0 **PRE-BID CONFERENCE**

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 **PREPARATION OF BIDS**

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.

- 4.7.1 To be an acceptable surety on the bond:
 - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
 - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- 4.9 **Proprietary Information:**
 - 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
 - 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
 - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.
 - 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <http://www.fortworthgov.org/finance>.

5.0 **SUBMISSION OF BIDS**

- 5.1 **Copies: Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.**
- 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
 - 5.2.1 The signed Offer and Award Sheet;
 - 5.2.2 The Bid Sheet; and
 - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
- 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.

- 5.5 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 **EVALUATION FACTORS AND AWARD**

- 8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.
- 8.2 **Award:** The City will award contracts to the bidder who offers represents the "best value" to the City, price and other factors considered.
- 8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):
- 8.2.1.1 Purchase Price;
 - 8.2.1.2 Reputation of the bidder and of the bidder's goods or services;
 - 8.2.1.3 Quality of the bidder's goods or services;
 - 8.2.1.4 Extent to which the goods or services meet the City's needs;
 - 8.2.1.5 Bidder's past relationship with the City;
 - 8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses, including Certified Minority Women-Owned Businesses, and non-profit organizations employing persons with disabilities;
 - 8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and
 - 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals;

8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.

8.4 **Reservations:** The City expressly reserves the right to:

8.4.1 Specify approximate quantities in the Solicitation;

8.4.2 Extend the Solicitation opening date and time;

8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;

8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);

8.4.6 Add additional terms or modify existing terms in the Solicitation;

8.4.7 Reject a bid because of unbalanced unit prices bid;

8.4.8 Reject or cancel any or all Bids;

8.4.9 Reissue a Solicitation;

8.4.10 Procure any item by other means; and/or

8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.3 **Minority and Women Business Enterprise (M/WBE) Documents:** If an M/WBE goal has been established for the bid, the applicable documents **must** be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

Revised September 12, 2007

1.0 SCOPE OF WORK

- 1.1 The City of Fort Worth (City) is accepting bids for an annual agreement for Screened Top Soil in accordance with the specifications shown herein in the solicitation.
- 1.2 The term of the agreement shall be for a period of one year with options to renew annually for up to four (4) additional years. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the successful bidder, hereinafter "Contractor."
- 1.3 All materials and workmanship required to furnish a complete and functional product for the Water Department, whether shown, included or implied in the specifications, shall be supplied by the Contractor to meet the conditions of the agreement resulting from this bid.
- 1.4 The unit prices shall include the price for all miscellaneous jobs and deliveries not specifically mentioned that are deemed essential to perform the services outlined in the solicitation. Unit prices shall include material, equipment, labor, and delivery.

2.0 SPECIFICATIONS FOR SCREENED TOP SOIL

- 2.1 Mechanically screened, sandy loam topsoil. Natural, fertile, friable soils having textural classification of silt or clay loam, possessing characteristics of soils which produce heavy growth of crops, grass, or other vegetation. Free of subsoil, brush, or other materials harmful to grading, plant growth, or maintenance operations.
- 2.2 The soil texture shall be classified as loam or sandy loam according to the "soil triangle" published by the United States Agriculture Department and the following criteria:
 - 2.2.1 Sand (2.0 to 0.5 mm dia.) (No. 10 sieve): Loam 25-50%; Sandy Loam 45-85%.
 - 2.2.2 Silt (0.05 to 0.002 mm dia.) (No.270 sieve): Loam 30-50%; Sandy Loam less than 50%
 - 2.2.3 Clay (smaller than 0.002mm dia.) (Hydrometer Analysis): Sandy Loam less than 50%.
 - 2.2.4 Natural Organic Content: Not less than 1.5%.
 - 2.2.5 PH of Soil: Not more than 7.6.
 - 2.2.6 Soil Texture shall be determined by utilizing processes as prescribed in ASTM D 422 using the No. 10 and No. 270 sieves and a hydrometer analysis.

3.0 SAMPLING AND TESTING:

- 3.1 The City of Fort Worth reserves the right to request bid samples and, after award, to perform random sampling of the material being offered to the City. If required, the Contractor will be required to provide a sample, approximately 10-16 lbs, no later than five working days after being contacted by the ordering department. Samples shall be delivered to the City of Fort Worth Water Department, Field Operations Division, 1608 11th Avenue, Fort Worth, Texas 76102.

4.0 GENERAL REQUIREMENTS

- 4.1 Invoices shall be submitted to the using department for completed work orders. At a minimum, each invoice should include the work order number, date, and amount of material used for the work order. Final payment will be based on actual work orders completed and accepted by the using department.
- 4.2 Contractor shall pay subcontractors in accordance with the subcontract agreement within five (5) business days after receipt by payment(s) from the City for services rendered. The Contractor's failure to make the required payments to subcontractors will authorize the City to withhold future payments from the Contractor until compliance with this paragraph is accomplished.

5.0 QUALITY ASSURANCE/ QUALITY CONTROL

- 5.1 The City reserves the right to conduct random material testing before, during or after deliveries. The number and frequency of test shall be at the sole discretion of the City. All cost associated with such tests shall be the responsibility of the City. Material may be tested on any or all of the material specifications or description stated herein.
- 5.2 At its discretion, the City may conduct other types of testing or monitoring that affects these specifications; and may be used to determine the vendor's compliance with the agreement documents. These may include, but are not limited to work order response time, site safety, procedures, yield test, quality of communication between the City, Contractor, dispatcher, and trucks.

6.0 SPECIFICATION REFERENCES

When reference is made in these specifications to a particular ASTM, AWWA, ANSI or other specification, it shall be understood that the latest revision of such specification, prior to the date of these general specifications or revisions thereof, shall apply.

7.0 DELIVERY AREA

The delivery area is generally defined by the City limits of Fort Worth, Texas; however, it should be noted that the City of Fort Worth, Texas encompasses several cities and communities. The City owns and maintains utilities located within these cities and communities and work orders may be issued accordingly.

8.0 **DELIVERY TERMS**

- 8.1 Delivery shall be F.O.B. Destination and all other delivery charges shall be included in the unit price. The actual delivery timeframe will be determined by the ordering department(s). Deliveries will be on an "as needed" to various locations as instructed by the Water Department.
- 8.2 There may be instances when the Contractor may be asked to accelerate delivery of an order(s) due to extenuating circumstances. When this occurs, the vendor will be expected to provide this service at no additional cost.
- 8.3 In the event the Contractor is unable to meet the original delivery date(s), the City must be contacted immediately, but prior to the due date, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for canceling an order(s), or the entire agreement in accordance with the Termination Clause shown elsewhere in the solicitation.
- 8.4 Delivery Ticket: An authorized City employee must sign all delivery tickets when the load is delivered before the City will make payment to the vendor for that load of material. Note: The City will reject non-compliant material. The Contractor will be required to make immediate replacement at no cost to the City and dispose of the non-compliant material.

9.0 **ESTIMATED QUANTITY**

The quantities reflected on the bid sheets are merely estimates based on the best available information. Payment to the Contractor will be based on actual quantity ordered, shipped, received and accepted. The City of Fort Worth does not guarantee to purchase any specific amount or quantity during the period of this agreement. The quantity ordered may vary depending upon actual needs of the City.

10.0 **CHANGE IN COMPANY NAME OR OWNERSHIP**

The successful bidder must notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of keeping updated City records. The president of the company or other authorized official must sign the letter. Failure to do so may adversely impact future invoice payments.

11.0 **REMITTANCE ADDRESS:** Contractor is required to provide "remit to" address below.

P.O. Box/Street Address: _____

City, State, Zip Code: _____

12.0 **BID AWARD**

The contract will be awarded to the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

13.0 UNIT PRICE ADJUSTMENT

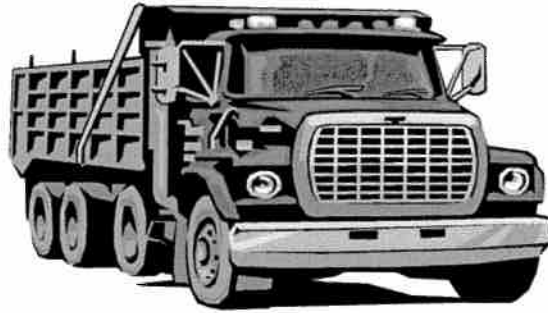
- 13.1 The unit prices may be adjusted for increases or decreases in Contractor's cost during the renewal period but before the effective date of the renewal upon written request from the vendor.
- 13.2 At the time the City exercises the first and subsequent renewal options, the Contractor may request a rate adjustment in an amount not to exceed (10%) percent of the original contract rate price or subsequent renewal rate price.
- 13.3 The Contractor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Contractor shall provide written proof of cost increases with price adjustment request.
- 13.4 If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.

14.0 CONTRACT ADMINISTRATION

- 14.1 Contract administration will be performed by the using department in accordance with the City of Fort Worth Administrative Regulations dated February 16, 2009, or current edition, Section C, Number 9, Paragraph 8.11 - Non-Performing Contractor and applicable Texas Local Government Code. In the event the Contractor fails to perform according to the terms of the agreement, the Department head or his/her designee will notify the Contractor, in writing, of its failures. A meeting may be arranged to discuss the Contractor's deficiencies. A written cure notice may be prepared giving the vendor 10 calendar days to cure any deficiency.
- 14.2 In the event the Contractor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Contractor may be held liable for excess cost and/or liquidated damages.
- 14.3 The Contractor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 14.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this agreement, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the vendor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Contractor exceed the agreement price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

15.0 **OPTION TO EXTEND/RENEW THE TERM OF THE AGREEMENT**

- 15.1 The term of the agreement shall be for a period of one year, with options to renew annually for up to four additional years. The City may extend the term of this agreement by written notice to the vendor within 30 calendar days; provided, that the City gives the vendor a preliminary written notice of its intent to extend at least 60 calendar days before the agreement expires, and the renewal/extension is mutually agreed upon by both parties to the agreement.
- 15.2 The preliminary notice does not commit the City to an extension. If the City exercises this option, the extended agreement shall be considered to include this option clause. The total duration of this agreement, including the exercise of any options under this clause shall not exceed 60 months.



MINORITY AND WOMEN BUSINESS ENTERPRISE GOAL

(Bidders are required to complete the attached forms.)

A goal of 10% for Minority and Women Business Enterprise (M/WBE) subcontractor participation has been set for this bid.

The goal and the requirements of the M/WBE program are listed herein these specifications.

Bidders must review all documents and comply with the requirements. Bidders are required to return the affidavit statement page with their bid if their bid totals an amount equal to or greater than \$25,000.00.

Any questions or comments regarding the M/WBE requirements may be directed to the M/WBE Office at 817-392-6104



City of Fort Worth
 Minority and Women Business Enterprise Specifications
 SPECIAL INSTRUCTIONS FOR BIDDERS

APPLICATION OF POLICY

If the total dollar value of the contract is \$25,000 or more, the M/WBE goal is applicable. If the total dollar value of the contract is less than \$25,000, the M/WBE goal is not applicable.

POLICY STATEMENT

It is the policy of the City of Fort Worth to ensure the full and equitable participation by Minority and Women Business Enterprises (M/WBE) in the procurement of all goods and services to the City on a contractual basis. All requirements and regulations stated in the City's current Minority and Women Business Enterprise Ordinance apply to this bid.

M/WBE PROJECT GOALS

The City's MBE/WBE goal on this project is 10 % of the base bid value of the contract.

COMPLIANCE TO BID SPECIFICATIONS

On City contracts of \$25,000 or more, bidders are required to comply with the intent of the City's M/WBE Ordinance by either of the following:

1. Meet or exceed the above stated M/WBE goal, or
2. Good Faith Effort documentation, or;
3. Waiver documentation, or;
4. Joint Venture.

SUBMITTAL OF REQUIRED DOCUMENTATION

The applicable documents **must** be received by the Managing Department, within the following times allocated, in order for the entire bid to be considered responsive to the specifications.

1. Subcontractor Utilization Form , if goal is met or exceeded:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
2. Good Faith Effort and Subcontractor Utilization Form , if participation is less than stated goal:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
3. Good Faith Effort and Subcontractor Utilization Form , if no M/WBE participation:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
4. Prime Contractor Waiver Form , if you will perform all subcontracting/supplier work:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
5. Joint Venture Form , if utilize a joint venture to met or exceed goal.	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.

FAILURE TO COMPLY WITH THE CITY'S M/WBE ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS

Any questions, please contact the M/WBE Office at (817) 871-6104.



**City of Fort Worth
Subcontractors/Suppliers Utilization Form**

PRIME COMPANY NAME:		Check applicable block to describe prime	
PROJECT NAME:		M/W/DBE	NON-M/W/DBE
City's M/WBE Project Goal: 10%		BID DATE	
Prime's M/WBE Project Utilization:		PROJECT NUMBER	

Identify all subcontractors/suppliers you will use on this project

Failure to complete this form, in its entirety with requested documentation, and received by the Managing Department on or before 5:00 p.m. five (5) City business days after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

The undersigned Offeror agrees to enter into a formal agreement with the M/WBE firm(s) listed in this utilization schedule, conditioned upon execution of a contract with the City of Fort Worth. The intentional and/or knowing misrepresentation of facts is grounds for consideration of disqualification and will result in the bid being considered non-responsive to bid specifications

M/WBEs listed toward meeting the project goal must be located in the nine (9) county marketplace or currently doing business in the marketplace at the time of bid. Marketplace is the geographic area of Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall counties.

Identify each Tier level. Tier is the level of subcontracting below the prime contractor, i.e., a direct payment from the prime contractor to a subcontractor is considered 1st tier, a payment by a subcontractor to its supplier is considered 2nd tier

ALL M/WBEs MUST BE CERTIFIED BEFORE CONTRACT AWARD.

Certification means those firms, located or doing business at the time of bid opening within the Marketplace, that have been determined to be bonafide minority or women businesses by the North Central Texas Regional Certification Agency (NCTRCA), or the Texas Department of Transportation (TX DOT), highway division. Disadvantaged Business Enterprise (DBE) is synonymous with Minority/Women Business Enterprise (M/WBE).

If hauling services are utilized, the prime will be given credit as long as the M/WBE listed owns and operates at least one fully licensed and operational truck to be used on the contract. The M/WBE may lease trucks from another M/WBE firm, including M/WBE owner-operators, and receive full M/WBE credit. The M/WBE may lease trucks from non-M/WBEs, including owner-operators, but will only receive credit for the fees and commissions earned by the M/WBE as outlined in the lease agreement.



Primes are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Minority, Women and non-M/WBEs.
Please list M/WBE firms first, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address Telephone/Fax	T i e r	Certification (check one)				N o n M W B E	Detail Subcontracting Work	Detail Supplies Purchased	Dollar Amount
		M B E	W B E	N C T R C A	T X D O T				



Primes are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Minority, Women and non-M/WBEs.
Please list M/WBE firms first, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address Telephone/Fax	T i e r	Certification (check one)				N o n M W B E	Detail Subcontracting Work	Detail Supplies Purchased	Dollar Amount
		M B E	W B E	N C T R C A	T X D O T				



**City of Fort Worth
contractors/Suppliers Utilization Form - continued**

Total Dollar Amount of M/WBE Subcontractors/Suppliers	\$
Total Dollar Amount of Non-M/WBE Subcontractors/Suppliers	\$
TOTAL DOLLAR AMOUNT OF ALL SUBCONTRACTORS/SUPPLIERS	\$

The Contractor will not make additions, deletions, or substitutions to this certified list without the prior approval of the Minority and Women Business Enterprise Office Manager or designee through the submittal of a ***Request for Approval of Change/Addition***. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the ordinance. The contractor shall submit a detailed explanation of how the requested change/addition or deletion will affect the committed M/WBE goal. If the detail explanation is not submitted, it will affect the final compliance determination.

By affixing a signature to this form, the Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including M/W/DBE(s) arrangements submitted with the bid. The Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company. The bidder agrees to allow the transmission of interviews with owners, principals, officers, employees and applicable subcontractors/suppliers/contractors participating on the contract that will substantiate the actual work performed by the M/W/DBE(s) on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance and create a material breach of contract may result in a determination of an irresponsible Offeror and barred from participating in City work for a period of time not less than one (1) year.

Authorized Signature

Title

Company Name

Address

City/State/Zip

Printed Signature

Contact Name/Title (if different)

Telephone and/or Fax

E-mail Address

Date



DOE _____ PROJECT _____ BID NUMBER _____
(Please check one)

**Minority/Women Business Enterprise Office
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUBCONSULTANT**

[NOTE: Pursuant to the City of Fort Worth M/WBE Ordinance, DBE firms participating in the program must have current certification status with the City of Fort Worth prior to award of a contract where they are counted towards subcontracting participation. If the City of Fort Worth determines that a firm is not an eligible DBE firm for City of Fort Worth subcontracts, that firm should immediately submit a completed certification application to the North Central Texas Regional Certification Agency (NCTRCA), 624 Six Flags Drive, Suite 216, Arlington, TX 76011.]

1. Name of Project _____
2. Name of offeror/prime contractor _____
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

_____ at the price of \$ _____

(Name of DBE Firm)

(Date)

Circle one (Owner/Authorized Agent of DBE firm) Type or Print Name

(Signature of Owner or Authorized Agent of DBE firm)

(Phone Number)

(Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I, _____ am the duly authorized representative of
Circle one (Owner/Authorized Agent)

_____ and that I have personally reviewed the material and
Name of Prime Contractor

facts set forth in this Letter of Intent to Perform. To the best of my knowledge, information and belief, the facts in this form are true, and no material facts have been omitted.

Pursuant to the City of Fort Worth M/WBE Ordinance, any person [entity] who makes a false or fraudulent statement in connection with participation of a D/M/WBE in any City of Fort Worth contract may be referred for debarment procedures under the City of Fort Worth M/WBE Ordinance.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make the affidavit.

Circle One (Owner/ Authorized Agent) Type or Print Name

(Name of Prime Contractor-Print or Type)

(Signature of Owner or Authorized Agent)

(Date)

(Phone Number)

(Fax Number)

05/19/03

City of Fort Worth Prime Contractor Waiver Form

PRIME COMPANY NAME:	Check applicable block to describe prime						
PROJECT NAME:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center; padding: 2px;">M/W/DBE</td> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center; padding: 2px;">NON-M/W/DBE</td> </tr> <tr> <td colspan="3" style="text-align: center; padding: 2px;">BID DATE</td> </tr> </table>	M/W/DBE		NON-M/W/DBE	BID DATE		
M/W/DBE		NON-M/W/DBE					
BID DATE							
City's M/WBE Project Goal: <p style="text-align: center;">10%</p>	<i>PROJECT NUMBER</i>						

If both answers to this form are **YES**, do not complete ATTACHMENT 1C (Good Faith Effort Form). All questions on this form must be completed and a detailed explanation provided, if applicable. If the answer to either question is **NO**, then you must complete ATTACHMENT 1C. This form is only applicable if **both** answers are yes.

Failure to complete this form in its entirety and be received by the Managing Department on or before 5:00 p.m., five (5) City business days after bid opening, exclusive of the bid opening date, will result in the bid being considered non-responsive to bid specifications.

<p>Will you perform this entire contract without subcontractors?</p> <p>If yes, please provide a detailed explanation that proves based on the size and scope of this project; this is your normal business practice and provides an operational profile of your business.</p>	<p>YES</p>
<p>Will you perform this entire contract without suppliers?</p> <p>If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an inventory profile of your business.</p>	<p>NO</p>
<p>Will you perform this entire contract without suppliers?</p> <p>If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an inventory profile of your business.</p>	<p>YES</p>
<p>Will you perform this entire contract without suppliers?</p> <p>If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an inventory profile of your business.</p>	<p>NO</p>

The bidder further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including M/WBE(s) on this contract, the payment therefore and any proposed changes to the original M/WBE(s) arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed by the M/WBEs on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance creates a material breach of contract may result in a determination of an irresponsible offeror and barred from participating in City work for a period of time not less than one (1) year.

Authorized Signature

Printed Signature

Title

Contact Name (if different)

Company Name

Phone Number

Fax Number

Address

Email Address

City/State/Zip

Date

**City of Fort Worth
Good Faith Effort Form**

PRIME COMPANY NAME:	Check applicable block to describe prime	
PROJECT NAME:	M/W/DBE	NON-M/W/DBE
BID DATE		
City's M/WBE Project Goal: 10%	PROJECT NUMBER	

If you have failed to secure M/WBE participation and you have subcontracting and/or supplier opportunities or if your DBE participation is less than the City's project goal, you must complete this form.

If the bidder's method of compliance with the M/WBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 thru 6 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation the facts or intentional discrimination by the bidder.

Failure to complete this form, in its entirety with supporting documentation, and received by the Managing Department on or before 5:00 p.m. five (5) City business days after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

- 1.) Please list each and every subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a M/WBE or non-M/WBE. (DO NOT LIST NAMES OF FIRMS) On Combined Projects, list each subcontracting and or supplier opportunity through the 2nd tier.**

(Use additional sheets, if necessary)

List of Subcontracting Opportunities	List of Supplier Opportunities

2.) Obtain a current (not more than three (3) months old from the bid open date) list of M/WBE subcontractors and/or suppliers from the City's M/WBE Office.

Yes
_____/_____/_____
 No

Date of Listing

3.) Did you solicit bids from M/WBE firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by mail, exclusive of the day the bids are opened?

Yes (If yes, attach M/WBE mail listing to include name of firm and address and a dated copy of letter mailed.)
 No

4.) Did you solicit bids from M/WBE firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by telephone, exclusive of the day the bids are opened?

Yes (If yes, attach list to include name of M/WBE firm, person contacted, phone number and date and time of contact.)
 No

NOTE: A facsimile may be used to comply with either 3 or 4, but may not be used for both. If a facsimile is used, attach the fax confirmation, which is to provide M/WBE name, date, time, fax number and documentation faxed.

NOTE: If the list of M/WBEs for a particular subcontracting/supplier opportunity is ten (10) or less, the bidder must contact the entire list to be in compliance with questions 3 and 4. If the list of M/WBEs for a particular subcontracting/supplier opportunity is ten (10) or more, the bidder must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with questions 3 and 4.

5.) Did you provide plans and specifications to potential M/WBEs or information regarding the location of plans and specifications in order to assist the M/WBEs?

Yes
 No

6.) Submit documentation if M/WBE quotes were rejected. The documentation submitted should be in the forms of an affidavit, include a detailed explanation of why the M/WBE was rejected and any supporting documentation the bidder wishes to be considered by the City. In the event of a bona fide dispute concerning quotes, the bidder will provide for confidential *in-camera* access to and inspection of any relevant documentation by City personnel.

(Please use additional sheets, if necessary, and attach.)

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain M/WBE participation on this project.

The bidder further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized officer or employee of the City.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance and creates a material breach of contract may result in a determination of an irresponsible offeror and barred from participating in City work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the M/WBE(s) listed was/were contacted in good faith. It is understood that any M/WBE(s) listed in Attachment 1C will be contacted and the reasons for not using them will be verified by the City's M/WBE Office.

Authorized Signature

Printed Signature

Title

Contact Name and Title (if different)

Company Name

Phone Number

Fax Number

Address

Email Address

City/State/Zip

Date



**CITY OF FORT WORTH
Joint Venture Eligibility Form**
All questions must be answered; use "NA" if applicable.

Name of City project:

A joint venture form must be completed on each project

RFP/Bid/Purchasing Number: _____

1. Joint venture information:

Joint Venture Name:					
Joint Venture Address: <i>(If applicable)</i>					
Telephone:	Facsimile:	E-mail address:			
Cellular:					
Identify the firms that comprise the joint venture:					
<i>Please attach extra sheets if additional space is required to provide detailed explanations of work to be performed by each firm comprising the joint venture</i>					
M/WBE firm name:			Non-M/WBE firm name:		
Business Address:			Business Address:		
City, State, Zip:			City, State, Zip:		
Telephone	Facsimile	E-mail	Telephone	Facsimile	
Cellular			Cellular		
Certification Status:			E-mail address		
Name of Certifying Agency:					

2. Scope of work performed by the Joint Venture:

Describe the scope of work of the M/WBE:	Describe the scope of work of the non-M/WBE:

3. What is the percentage of M/WBE participation on this joint venture that you wish to be counted toward meeting the project goal? _____

4. Attach a copy of the joint venture agreement.

5. List components of ownership of joint venture: *(Do not complete if this information is described in joint venture agreement)*

Profit and loss sharing:	
Capital contributions, including equipment:	
Other applicable ownership interests:	

6. Identify by name, race, sex and firm those individuals (with titles) who are responsible for the day-to-day management and decision making of the joint venture:

Financial decisions (to include Account Payable and Receivable):	
Management decisions: a. Estimating ----- b. Marketing and Sales ----- c. Hiring and Firing of management personnel ----- d. Purchasing of major equipment and/or supplies	
Supervision of field operations	

The City's Minority and Women Business Enterprise Office will review your joint venture submission and will have final approval of the M/WBE percentage applied toward the goal for the project listed on this form.

NOTE:

From and after the date of project award, if any of the participants, the individually defined scopes of work or the dollar amounts/percentages change from the originally approved information, then the participants must inform the City's M/WBE Office immediately for approval. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the City's M/WBE Ordinance.

AFFIDAVIT

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture. Furthermore, the undersigned shall agree to provide to the joint venture the stated scope of work, decision-making responsibilities and payments herein.

The City also reserves the right to request any additional information deemed necessary to determine if the joint venture is eligible. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the eligibility process.

The undersigned agree to permit audits, interviews with owners and examination of the books, records and files of the joint venture by any authorized representatives of the City of Fort Worth. Failure to comply with this provision shall result in the termination of any contract, which may be awarded under the provisions of this joint venture's eligibility and may initiate action under Federal, State and/or Local laws/ordinances concerning false statements or willful misrepresentation of facts.

Name of M/WBE firm	Name of non-M/WBE firm
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Title	Title
Date	Date

Notarization

State of _____ County of _____

On this _____ day of _____, 20____, before me appeared

_____ and _____

to me personally known and who, being duly sworn, did execute the foregoing affidavit and did state that they were properly authorized to execute this affidavit and did so as their free act and deed.

Notary Public _____
Print Name

Notary Public _____
Signature

Commission Expires _____ *(seal)*

MINORITY/WOMEN BUSINESS ENTERPRISE REQUEST FOR APPROVAL OF CHANGE/ADDITION FORM

PRIME COMPANY NAME: _____ DATE/TIME RECEIVED BY MWBE OFFICE _____
 DATE SUBMITTED: _____
 CONTRACT NAME: _____ CONTRACT NO. _____

ORIGINAL CONTRACT AMOUNT OF PRIME	TOTAL OF ADDITIONS/DELETIONS OF AMENDMENTS/CHANGES ORDERS	% OF PROJECT COMPLETED
\$	\$	%

NAME OF PROPOSED MWBE SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT	SCOPE OF WORK	MBE/WBE	ESTIMATED DOLLAR AMOUNT
		\$	

NAME OF ORIGINAL MWBE SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT	SCOPE OF WORK	ORIGINAL DOLLAR AMOUNT	DOLLAR AMOUNT PAID TO DATE
		\$	\$

PROVIDE A DETAILED EXPLANATION OF THIS REQUEST FOR CHANGE/ADDITION: Part of the consideration in the city awarded contract was based on the recommended MWBE utilization plan. Before a decision can be rendered, on your request to change, please provide justifiable reasons for your request. If this request is to add additional participation, an explanation is required to explain how this addition will affect the approved MWBE Utilization Plan. Mediation shall be a consideration before the request for change is approved. A decision will be rendered within three (3) business days after receipt by the MWBE Office to this request; barring the need for additional information. If this request is denied, the contractor may appeal the decision to the City Manager or designee.

PRINT NAME	TITLE	DATE	SIGNATURE

• UTILIZE A SEPARATE FORM PER EACH REQUEST TO CHANGE SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION MONTHLY REPORT FORM *

PRIME COMPANY NAME _____ CONTRACT NUMBER _____
 NOTICE TO PROCEED DATE _____ DATES FOR THIS REPORT: FROM _____ TO _____
 CONTRACT NAME _____ LAST PAYMENT RECEIPT DATE FROM CITY _____ / _____ / _____

ORIGINAL CONTRACT AMOUNT	CHANGE ORDER/AMENDMENTS ADDITIONS OR DELETIONS	REVISED CONTRACT AMOUNT	% OF PROJECT COMPLETED
\$ _____	* PROVIDE EXPLANATION FOR ADDITIONS/DELETIONS Chg./Amend. # _____ \$ _____ Chg./Amend. # _____ \$ _____	\$ _____	_____ %

Do not use 100% unless a Final Summary Report is attached.

NAME OF M/WBE FIRM(S)** NAME OF NON-M/WBE SUBCONTRACTOR FOR ALL TIERS BELOW THE 1 ST TIER***	SCOPE OF WORK PERFORMED BY M/WBE	ORIGINAL M/WBE CONTRACT AMOUNT	DOLLAR AMOUNT PAID TO M/WBE		% OF WORK COMPLETED
			AMOUNT PAID THIS MONTH	INVOICED TO DATE PAID TO DATE	
•					
•					
•					
•					
•					
•					
•					
•					

Provide an explanation when there is no M/WBE activity this month
 * Explain how additions/deletions will affect your original M/WBE utilization plan, use additional sheets as necessary

PRINT NAME	TITLE	DATE	SIGNATURE
------------	-------	------	-----------

* SUBMIT THE FIRST COMPLETED MONTHLY REPORT AFTER THE FIRST PAYMENT AND BEGINNING WITH THE SECOND APPLICATION FOR PAYMENT, INCLUDING PROOF OF PAYMENT DOCUMENTATION
 ** YOU ARE REQUIRED TO IDENTIFY THE NAME OF THE NON-M/WBE SUBCONTRACTOR WHEN THE M/WBE LISTED IS OTHER THAN 1ST TIER

City of Fort Worth, Texas
Standard Purchasing Terms and Conditions

- 1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.
- 2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.
- 3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.
- 4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)
- 5.0 ORDERS
 - 5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.
 - 5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.
- 6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

- 7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.
- 8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.
- 9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.
- 11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.
- 12.0 INVOICES
- 12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.
- 12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate.
- 13.0 PRICE WARRANTY
- 13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct

from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

- 14.0 PRODUCT WARRANTY - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.
- 15.0 SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods within thirty (30) days after request is made therefore and confirmed in writing: failure to do so shall constitute breach and cause this contract to terminate immediately.
- 16.0 NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS - As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this bid, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this bid that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.
- 17.0 PROPRIETARY RIGHTS INDEMNIFICATION - Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.
- 18.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
- 19.0 TERMINATION - The performance of work under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under

the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer as set forth in clause 13, herein.

- 20.0 ASSIGNMENT/DELEGATION - No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of Buyer' Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 21.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.
- 22.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.
- 23.0 INTERPRETATION AND PRIOR EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.
- 24.0 APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.
- 25.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.
- 26.0 INDEMNIFICATION - Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.
- 27.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 28.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
- 29.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered a the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Forth Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid.
- 30.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.
- 31.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.
- 32.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

Revised October 30, 2006

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

Amended 01/13/2006

**NO BID SHEET FOR INVITATION TO BID NO. 09-0210
FOR SCREENED TOP SOIL
BID OPENING DATE: NOVEMBER 5, 2009**

Lance Wright, Buyer
Purchasing Division
817-871-6610
Fax No. 817-392-8440
E-mail address: Lance.Wright@fortworthgov.org

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Fort Worth, Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102
{or fax to above address}

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason.

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ FAX Number: (____) _____