

REQUEST FOR PROPOSALS



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

PROJECT: ENV 22-12: ACM O&M

DUE DATE: NOVEMBER 10, 2022

Submitted by:

Company Name

(print or type name of signatory)

Mailing Address

(signature)

City, State, Zip

Title

Telephone

Email

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1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Proposals are being accepted by the City of Fort Worth (City) for the furnishing of all labor, materials and equipment necessary for the removal, packaging, transportation, and disposal of asbestos-containing materials and mold contaminated materials from City-owned facilities on an as-needed basis in support of operations and maintenance activities. Refer to section 2.4 (Scope of Work for a more detailed description). There will be no minimum work guaranteed under this agreement and a maximum not-to-exceed amount of \$150,000 will be in place.

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

1.2 GENERAL REQUIREMENTS

Proposals (electronic copy on flash or thumb-drive) will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, until **1:30 p.m., Thursday, November 10, 2022** and will be opened and the proposer's name will publicly read aloud approximately thirty minutes later in the Council Chambers.

The project name is **ENV 22-12: ACM O&M**

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

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

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

All Providers must comply with:

- Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth ordinance, 25-165-10-2021 Business Equity Ordinance.
- Chapter 2258 of the Texas Government Code, with respect to the payment of prevailing wage rates for public works contracts;
- The most recent revisions of applicable federal, state, and local laws, and the regulations established by the U.S. Environmental Protection Agency (EPA), the Texas Department of State Health Services (DSHS), the Occupational Health and Safety Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), the U.S. Department of Transportation (DOT), the Texas Department of Transportation (TXDOT), the City of Fort Worth and any other entity that may have jurisdiction over work being performed.

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 Quality Division office at 908 Monroe Street, 7th Floor, Fort Worth, Texas 76102, during normal business hours. Contact Roger Grantham, at 817-392-8592 or email Roger.Grantham@fortworthtexas.gov for assistance.

1.3 PRE-PROPOSAL MEETING AND REGISTRATION OF INTENT

A pre-proposal meeting will be scheduled for Wednesday, October 25, 2022 at 10:00 a.m. via MicroSoft Teams. The purpose of the meeting is to allow potential proposers to ask questions and request clarifications. The meeting is not mandatory, but is recommended.

***All interested parties must email Mr. Grantham with their intent and interest in order to receive the Teams Meeting invitation.**

1.4 INTERPRETATION OF RFP DOCUMENTS

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

Requests for interpretation of asbestos abatement and removal activities must be submitted to:

Mr. Roger Grantham, Environmental Management Analyst
Code Compliance – Environmental Quality Division
roger.grantham@fortworthtexas.gov

The City also will post addenda on its Purchasing website (<http://fortworthtexas.gov/purchasing/>). The City will not be responsible for any other explanations or interpretations.

1.5 CONFLICTS

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

1.6 HOW TO SUBMIT A BID

Each Contractor must submit **one (1) electronic copy (PDF format on “flash” or “thumb-drive only”)** of their bid to the City. All items to complete the submittal must be included within the bid or the entire bid may be considered non-responsive and rejected.

In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the bid.

The project number must be clearly marked on the envelope and the statement **“BID DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, November 10, 2022”** 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.

Bids must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. **Bids must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, November 10, 2022.**

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

NO FAXED OR PAPER BIDS WILL BE ACCEPTED

The ideal contractor should have extensive experience in non-hazardous and hazardous waste disposal services and succinctly convey this expertise in its proposal. Contractors are encouraged to keep their proposal brief and relevant to the specific work required. The proposal format is up to the proposer, but proposals must include the following items:

Work Proposal Required Content and Information

Cover Letter

Each proposal shall include a cover letter that includes the following:

- a. Any qualifying statements or comments regarding the contractor's proposal;
- b. The name, address, telephone number, and e-mail address of the contractor's contact person for the remainder of the selection process;
- c. Statement indicating the validity of the proposal for a minimum period of 90 calendar days subsequent to the proposal due date;
- d. The original signature of an individual with the authority to contractually bind the proposer and who may be contacted during the proposal evaluation period; and
- e. Acknowledgement of receipt of addendums, if any.

Statement of Qualifications

Each proposal shall include a statement of the contractor's qualifications that includes:

- a. A brief description of the contractor's company, including the year the company was established, the type of organization (partnership, corporation, etc.), and a listing of the proposed project personnel, including personnel experiences and resumes for ongoing response personnel. Emphasis should be given to highlighting work completed for comparable municipalities;
- b. A description of the contractor's experience with similar work, including names,

current telephone numbers, and e-mail addresses of references for at least three existing and/or past hazardous materials management clientele; and

- c. Copies of all appropriate certification forms and relevant licenses.

Project Understanding and Approach

Each proposal shall include a statement detailing the contractor's understanding of, and planned approach to, the services contemplated in the Scope of Services section of this document. This statement shall include the following:

- a. A description of contractor's understanding of the Scope of Services and how contractor will approach work;
- b. A proposed staffing plan/organizational chart;
- c. Any other information that will assist the City in selecting the most qualified contractor.

1.7 SECURITY

A Bid Bond is not required to presented with this proposal.

1.8 OPENING OF BIDS

The firm name for each proposal submitted will be read aloud at 2:00 p.m. on Thursday, November 10, 2022, in the Fort Worth City Council Chambers. All Proposals will be open for public inspection after project award, as provided by paragraph 1.9 below.

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

1.9 TRADE SECRETS AND CONFIDENTIAL INFORMATION

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. However, the City will endeavor to protect from disclosure any information in the Bids that is subject to the trade secrets exception of the Public Information Act under §552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code. It is the responsibility of the Contractor to clearly mark as such any information they deem trade secret or confidential. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure of a Contractor to identify trade secret and confidential information in its Bid will result in all unmarked sections being deemed non-proprietary and available upon public request.

1.10 PROPOSAL EVALUATION CRITERIA

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

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

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual bids submitted. The City will select the most highly qualified provider responding to the request based on these criteria. The highest overall score will determine the City's first choice for the project award.

Factor	Points
1. Price	20
2. Contractor's Capabilities, Qualifications, Experience	20
3. Personnel's Capabilities, Qualifications, Experience	20
4. Subcontractor's/Treatment, Storage, & Disposal Facility's Qualifications	10
5. Logistics & Deliverables	10
6. MBE Participation	20
TOTAL	100

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

1.11 CONTRACT TIME

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

1.12 NEGOTIATION OF THE CONTRACT

The City will meet with the successful Contractor and negotiate any final changes to the Contract and any exceptions identified in the Proposal Documents. The City is not obligated to accept any exceptions made by Contractor. After the negotiations, the City will make final changes to the Contract documents and issue the Contract Documents with Notice of Awards to the successful Contractor.

1.13 AWARD OF THE CONTRACT

The City will send a notice of award letter to each successful Provider. An electronic set of contract documents will be sent via secure email for execution by each successful provider. Upon receipt of the completed electronic contracts, the City will execute each set and issue each Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.14 TAX EXEMPTION

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

1.15 RESERVATIONS

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

Remainder of this page intentionally left blank

1.16 VENDOR COMPLIANCE TO STATE LAW

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

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

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

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

Bidder:

Company Name

By: (Please Print)

Signature

Title (Please Print)

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

1.17 CONTRACTOR’S RESPONSIBILITIES

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

Contractor shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, unless otherwise specified in this Invitation to Bid.

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

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

PROVIDER:

_____ BY: _____
Company Name (print or type name of signatory)

_____ _____
Address (Signature)

_____ _____
City, State, Zip Title (print or type)

2.0 PROPOSAL DOCUMENTS

All Proposal Documents, including this checklist, must be completed in full and submitted in a sealed envelope, in the requested order, to be considered a responsive submittal.

2.1 PROPOSAL DOCUMENT CHECKLIST

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

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

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

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 Business Equity Ordinance 25165-10-2021

Business Equity Division Provisions:

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

The undersigned acknowledges the City's Business Equity requirements has been established at 10%, for this contract.

PROVIDER:

_____ BY: _____

Company Name (print or type name of signatory)

Address (Signature)

City, State, Zip Title (print or type)

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2.4 PROPOSAL SUMMARY

TO THE CITY OF FORT WORTH:

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

Contractor equipment and personnel are capable of performing each type of procedure listed in the scope of work (Section 2.4) either with in house resources or through subcontracts.

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

All Proposal Documents have been submitted in a sealed envelope.

Unit prices are provided within the Proposal Documents in Section 2.6.

Contractor shall begin work no later than fourteen (14) calendar days from date of Purchase Orders are according Texas Department of State Health Services (TDSHS) Notifications. In emergency situations Contractor will respond as necessary.

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

PROVIDER:

(Company Name)

BY: _____
(print or type name of signatory)

(Address)

(Signature)

(City, State, Zip)

Title (print or type)

Phone)

(Email)

2.5 SCOPE OF WORK

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

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

The work required under this contract includes the following tasks:

- Maintenance of all applicable licenses and certifications;
- Removal of ACM;
- Packaging and labeling of ACM for disposal;
- Transportation of ACM for disposal; and
- Disposal of ACM.
- Removal of Mold-Contaminated Material;
- Packaging and labeling of Mold-Contaminated Material for disposal (if needed);
- Transportation of Mold-Contaminated Material for disposal (if needed); and
- Disposal of Mold-Contaminated Material (if needed).

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

The City will perform the following tasks under this contract:

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

The City expects all contractors submitting proposals to fully understand and comprehend applicable current laws, regulations, and standards and have a means to stay abreast of upcoming proposed and final changes to any applicable laws, regulations, or standards. All contractors submitting bids shall perform work in accordance with Industry Standards and all applicable federal, state, and local requirements, laws, regulations, etc.

Note: The City reserves the right to perform on-site audits of all facilities prior to acceptance and any time during the span of the contract.

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, with the exception of TDSHS notification costs which are covered by the City.

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

2.6 PRICE

The following tables identify various types of materials that may require abatement or removal and other supplies and services that may be required. Contractor shall provide a price for each item included on the Tables. If a container size is not applicable please identify as such with "N/A". If a normal process container size is not identified, please write in the container size. The contractor shall provide a list and description of the waste disposal codes used for billing and tracking purposes within the company.

Remainder of this page intentionally left blank

Table 2.6.1: Prices for Abatement and Removal of ACM and Molds in City Facilities

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

List of Services NOT included in Standard List above:

SERVICE	COST
Site Mobilization (once per job site)	\$ _____ / site
Transportation and Disposal of ACM Waste	\$ _____ / cubic yard

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

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

Markup for Outside Services: For Equipment and Supplies not included in the above listed prices but are required at the jobsite, the costs will be billed to the City with a ___% markup.

Table 2.6.2: Prices for Mold Removal in City Facilities

MOLD REMEDIATION		
<i>Material Type</i>	<i>UNIT</i>	<i>COST</i>
Sheetrock		
Wall Systems	SF	
Ceilino Systems	SF	
Insulation Materials		
Lay-in Bats	SF	
Spray-on application	SF	
Vinyl Coverings		
Wall	SF	
Cove Base	SF	
Flooring	SF	
Carpeting	SF	
Disinfecting of Surfaces		
Wall Systems	SF	
Ceiling Systems	SF	
Services NOT included in Standard List above:		
Site Mobilization (once per job site)	Site	
Transportation and Disposal of Mold Waste	CY	
Hourly Rates for workers if Unit Price above does not apply:		
Licensed Mold Worker	Hour	
Licensed Mold Supervisor	Hour	

Table 2.6.2:

2.7 CONTRACTOR INFORMATION AND QUALIFICATIONS

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

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

2.7.1 Contractor Information

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

2.7.2 Contractor Qualifications

Provide a concise (12-page maximum) description of the company's qualifications to perform the required services as described in this RFP.

2.7.3. Personnel Qualifications

Provide a concise (1-page maximum) description for each strategic employee and of their individual qualifications to perform the required services as described in this RFP.

2.7.4 Web-based Customer Service

Explain any web-based customer service system that may be available to view asbestos or mold removal reports, notifications, and invoices.

2.7.5 Company Licenses and Certifications

Provider shall procure all permits and licenses, pay all charges, costs, and fees (with the exception of TDSHS Notification Fees which are covered by the City), and give all notices necessary and incident to the due and lawful prosecution of the work. Provider should include copies of appropriate company licenses, certifications, and registrations from EPA, DOT, TDSHS, TCEQ, etc. and provide copies of individual licenses and certificates upon request from the City.

2.7.6 Documentation Examples

Include examples of the following document types:

- Final Closeout Report
- Completed waste manifest
- TDSHS Notification examples
- Invoice

2.7.7 References

Bidder shall provide at least five **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
- Email, Phone, and Address of Contact
- Contract/Project Value

- Contract Date
- Brief Description of Service Provided

**INCLUDE ALL INFORMATION/DOCUMENTATION REQUIRED IN SECTION 2.7
FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL**

Remainder of page intentionally left blank

2.8 SUBCONTRACTOR/TREATMENT, STORAGE, AND DISPOSAL FACILITY INFORMATION AND QUALIFICATIONS

For each subcontractor and Treatment, Storage, and Disposal facility (TSDF) to be used for services under this contract, provide the information requested in the Table 2.8.1 and 2.8.2 and include qualifications and capabilities (as detailed in Section 2.7 of this solicitation) pertinent to the services to be provided under the contract. Include a brief description of tasks that will be performed by the subcontractor/TSDF.

Table 2.8.1: Subcontractor Information

Providers shall complete the following information and submit it with the Qualifications 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.	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

INCLUDE A COPY OF THE SUBCONTRACTOR QUALIFICATIONS FOLLOWING THIS PAGE BOUND WITHIN THE BID PACKAGE

Table 2.8.2: Proposed Disposal Facilities

List all TSDFs to be used for this project.

Facility Name, Owner, And Address	Phone Number	Primary Contact Person	Type of Disposal	EPA and State ID Numbers

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

INCLUDE A COPY OF THE TSDF QUALIFICATIONS FOLLOWING THIS PAGE BOUND WITHIN THE BID PACKAGE

2.9 BONDS

2.9.1 Bidder's Bond

Bid bonds are not required for this proposal.

2.9.2 Payment and Performance Bonds

Before beginning the work, the Contractor may be required to execute to the City of Fort Worth, a **payment bond** if the contract individual project is in excess of \$25,000, and a **performance bond** if the contract individual project is in excess of \$100,000. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or subcontractor to supply labor or material; and in 100% the amount of the Contract. The performance bond is solely for the protection of the City of Fort Worth; in 100% the amount of the Contract; and conditioned on the faithful performance by Contractor of the work in accordance with the plans, specifications, and contract documents. Contractor must provide the payment and performance bonds, in the amounts and on the conditions required, within 14 calendar days after Notice of Award.

2.9.3 Requirements for Sureties

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

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

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

2.10 INSURANCE

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

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

Insurance coverage and limits:

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

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

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

3. **Worker's Compensation**
 - **Coverage A: statutory limits**
 - **Coverage B: \$100,000 each accident**
\$500,000 disease - policy limit
\$100,000 disease - each employee**Waiver of Subrogation required.**
4. **Professional Liability**
 - **\$1,000,000 each occurrence**
 - **\$2,000,000 aggregate**

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

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

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

transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

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

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

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

written on an occurrence basis in order to be approved by the City.

12. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

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

2.11 PROVIDER'S LICENSES & CERTIFICATES

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

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

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

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

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

Remainder of page intentionally left blank

2.12 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

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

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

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

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

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation, and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

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

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

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

- (1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of

the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;

- (2) if the Provider is a partnership, a general partner; and
- (3) if the Provider is a sole proprietorship, the sole proprietor.

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

Remainder of page intentionally left blank

2.13 CERTIFICATION OF PROVIDER’S LEGAL AND COMPLIANCE HISTORY

Complete ONE of the Following Certifications:

Certification of Legal Action Report

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

Certification of NO Legal Action

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

2.14 PREVAILING WAGE RATE

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

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

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

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

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

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

CONTRACTOR:

Company Name

Address

City, State, Zip

BY: _____
(print or type name of signatory)

(Signature)

Title (print or type)

2.15 WORKER’S COMPENSATION COMPLIANCE

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

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

“ENV 19-04: CITY GENERATED WASTE”

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:

Company
(Please Print) By: _____

Address Signature: _____

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018

Notary Public in and for the State of Texas

2.16 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

BY: _____
(Print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

Remainder of page intentionally left blank

2.16 Inventory of Equipment

Each Provider shall submit a single copy of the equipment inventory owned by the company that will be used for completion of the asbestos and mold aspects of this request for proposals

Equipment Type	Quantity	Condition	Year Model



City of Fort Worth Business Equity (M/WBE) Specifications Prime Contractor Waiver Form

OFFEROR COMPANY NAME:		Check applicable block to describe Prime	
PROJECT NAME:		<input type="checkbox"/> M/WBE	<input type="checkbox"/> NON-M/WBE
City's MBE Project Goal:		BID DATE	
%	Offeror's MBE Project Commitment:	PROJECT NUMBER	
	%		

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 Purchasing Division no later than 2:00 p.m., on the second City business day after bid opening, exclusive of the bid opening date, will result in the bid being considered non-responsive to bid specifications.

Will you perform this entire contract without subcontractors?	<input type="checkbox"/> YES
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 operational profile of your business.	<input type="checkbox"/> NO
Will you perform this entire contract without suppliers?	<input type="checkbox"/> YES
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.	<input type="checkbox"/> NO

The Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including certified M/WBE(s) on this contract, the payment thereof and any proposed changes to the original M/WBE(s) arrangements submitted with this bid. The Offeror 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 and 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
M/WBE Joint Venture Eligibility Form

All questions must be answered; use "N/A" if not 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	Facsimile
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 Business Equity Division 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 Business Equity Division 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 Business Equity Ordinance [25165-10-2021](#) .

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 MBE firm	Name of non-MBE 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)



**City of Fort Worth
Business Equity Division
Good Faith Effort Form**

PRIME/OFFEROR COMPANY NAME:	Check applicable box to describe Prime/Offeror's Certification	
PROJECT NAME:	Business Equity Firm	Non-Business Equity Firm
Business Equity Goal: %	BID DATE	
Offeror's Business Equity Goal Commitment: %	PROJECT NUMBER	

If the Offeror did not meet or exceed the Business Equity Goal for this project, the Prime/Offeror must complete this form.

If the Prime/Offeror's method of compliance with the Business Equity Goal is based upon demonstration of a "Good Faith Effort", the Prime/Offeror will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 thru 10 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the Prime/Offeror.

Failure to complete this form, in its entirety with supporting documentation, and received by the Purchasing Division no later than 2:00 p.m. on the third City business day after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications. Exception: CFA, ICA, and CDBG projects, documents will be submitted to the City Project Manager if publicly bid or to the Developer if privately bid.

- 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 Business Equity firm or non-Business Equity firm. **(DO NOT LIST NAMES OF FIRMS)**. On all projects, the Prime/Offeror must list each subcontracting and or supplier opportunity regardless of tier.

(Use additional sheets, if necessary)

List of Subcontracting Opportunities	List of Supplier Opportunities

2.) Obtain a current (not more than two (2) months old from the bid open date) list of Business Equity subcontractors and/or suppliers from the City's Business Equity Division.

Yes

Date of Listing _____

No

3.) Did you solicit bids from Business Equity 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 Business Equity firm, person contacted, phone number and date and time of contact.)

No

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

Yes (If yes, attach list to include name of Business Equity firm, fax number and date and time of contact. In addition, if the fax is returned as undeliverable, then that "undeliverable confirmation" received must be printed directly from the facsimile for proper documentation. Failure to submit confirmation and/or "undeliverable confirmation" documentation may render the GFE non-responsive.)

No

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

Yes (If yes, attach email confirmation to include name of Business Equity firm, date and time. In addition, if an email is returned as undeliverable, then that "undeliverable message" receipt must be printed directly from the email system for proper documentation. Failure to submit confirmation and/or "undeliverable message" documentation may render the GFE non-responsive.)

No

NOTE: The three methods identified above are acceptable for soliciting bids, and each selected method must be applied to the applicable contract. The Prime/Offeror must document that either at least two attempts were made using two of the three methods or that at least one successful contact was made using one of the three methods in order to be deemed responsive to the Good Faith Effort requirement.

NOTE: The Prime/Offeror must contact the entire Business Equity list specific to each subcontracting and supplier opportunity to be in compliance with questions 3 thru 5.

6.) Did you provide plans and specifications to potential Business Equity firms?

Yes

No

7.) Did you provide the information regarding the location of plans and specifications in order to assist the Business Equity firms?

Yes

No

8.) Did you prepare a quotation for the Business Equity firms to bid on goods/services specific to their skill set?

- Yes (If yes, attach all copies of quotations.)
 No

9.) Was the contact information on any of the listings not valid?

- Yes (If yes, attach the information that was not valid in order for the Business Equity Division to address the corrections needed.)
 No

10.) Submit documentation if Business Equity firms quotes were rejected. The documentation submitted should be in the firms forms of an affidavit, include a detailed explanation of why the Business Equity firms was rejected and any supporting documentation the Prime/Offeror wishes to be considered by the City. In the event of a bona fide dispute concerning quotes, the Prime/Offeror will provide for confidential in-camera access to an 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 Business Equity firm participation on this project.

The Prime/Offeror 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 Prime/Offeror 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.

A Prime/Offeror who intentionally and/or knowingly misrepresents material facts shall be Debarred for a period of time of not less than three (3) years.

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

Authorized Signature

Printed Signature

Title

Contact Name and Title (if different)

Company Name

Phone Number

Address

Email Address

City/State/Zip

Date

Business Equity Division
Email: DVIN_BEOffice@fortworthtexas.gov
Phone: (817) 392-2674



City of Fort Worth Business Equity Division

INSTRUCTIONS TO BIDDERS ABOUT THE BUSINESS EQUITY GOAL

Bid number: ENV 22-12 Business Equity Goal: 10%

It is the policy of the City of Fort Worth to ensure the full and equitable utilization of Business Equity Firms when appropriate, in the procurement of all goods and services. When a Business Equity Goal is established for a bid, it means that the City of Fort Worth believes that there are Business Equity Firms available that can provide goods or services requested by the bid.

The Business Equity Goal for Bid number **ENV 22-** is 10%. This means that the City believes that there are available Business Equity Firms that can provide goods or services required by this bid and therefore, 10% of the Bidder's awarded amount must be spent with a Business Equity Firm. All requirements and regulations stated in the City's current [Business Equity Ordinance #25165-10-2021](#) apply to this bid. Definitions are at the end of this document.

Because a Business Equity Goal has been established for this bid, in order for your bid to be considered, a Bidder **must satisfy one (1) of the conditions below**.

A. Commit to Meet or Exceed the Business Equity Goal

Hire Business Equity Firm(s) to provide goods or services and spend at least the goal amount with the Business Equity Firm(s).

Step 1: Obtain a listing of Business Equity Firms by completing the "Request for Listing of Certified Firms Form" located at the City of Fort Worth's [Business Equity Division](#) website.

Step 2: Request bids from Business Equity Firms to provide goods or services at least 10 calendar days before bid opening.

Step 3: Submit the following two (2) forms:
a. Utilization Plan
b. Letter(s) of Intent

B. Prove a Good Faith Effort

Show attempt to hire Business Equity Firms to meet or exceed the goal, but was unsuccessful.

This can occur in two (2) ways:

1) Bidder proposes a smaller Goal

Step 1: Obtain a listing of Business Equity Firms by completing the "Request for Listing of Certified Firms Form" located at the City of Fort Worth's [Business Equity Division](#) website.

Step 2: Request bids from Business Equity Firms to provide goods or services at least 10 calendar days before bid opening.

Step 3: Submit the following three (3) forms:
a. Utilization Plan
b. Letter(s) of Intent
c. Good Faith Effort

2) Bidder proposes a 0% Goal

Step 1: Obtain a listing of Business Equity Firms by completing the "Request for Listing of Certified Firms Form" located at the City of Fort Worth's [Business Equity Division](#) website.

Step 2: Request bids from Business Equity Firms to provide goods or services at least 10 calendar days before bid opening.

Step 3: If unsuccessful, submit Good Faith Effort Form. Please see [Ordinance §20-370 \(g\)](#) page for requirements of an acceptable Good Faith Effort.

C. Prove that the Bidder Can Perform the Service and Provide all Materials on the Project as the Prime Contractor

Bidder must show that the Bidder is providing all of the goods and services through their own company and that there are no goods or services provided by a third party or an affiliate. Bidder will not purchase any supplies or inventory from a third party.

Step 1: Must submit Prime Contract Waiver Form

D. Create a Joint Venture with a Business Equity Firm

At least one or both of the firms must be a Business Equity Firm

Step 1: Must submit Joint Venture Form

DEADLINE TO SUBMIT REQUIRED DOCUMENTS AND FORMS

Bidders must submit sealed bids to be opened at the date, time, and place stated in the solicitation for the public opening of bids. **Faxed copies will not be accepted.**

FREQUENTLY ASKED QUESTIONS

1. If I am Business Equity Firm, can I count my performance of the bid?

Answer: A Business Equity Prime Contractor can count its self-performance towards meeting the Business Equity Goal for the assigned North American Industry Classification System (NAICS) commodity codes on its Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) certification.

2. What if I am a Business Equity Firm, but I am unable to self perform all work or provide all of the goods under the bid, can I count my performance under the Bid?

Answer: If the Business Equity Prime cannot self-perform all of the work, it will be accountable for subcontracting with certified firms to meet the overall goal. Business Equity Firms that qualify under the "Significant Business Presence" definition may count in the Program upon approval of DVIN-BE.

3. This bid does not have a set amount that the City will purchase from the Awarded Bidder, how do I complete the form?

Answers:

a. For a low bid procurement, the lowest bidder shall submit a Utilization Plan no later than 2:00 PM on the third business day after bids are opened detailing all Subcontractors the Contractor intends to utilize in its performance of a Contract. Contractors that are Business Equity Firms may count their self-performed services towards meeting a Business Equity Goal.

b. For a Best Value procurement, all bidders who wish to be considered for evaluation scoring shall submit a Utilization Plan by 2:00 PM on the third business day after the bids are opened detailing all Subcontractors the Contractor intends to utilize in its performance of a Contract. Contractors that are Business Equity Firms may count their self-performed services towards meeting a Business Equity Goal.

c. Non-compliance. If the lowest bidder for a low bid procurement or any bidder for a Best Value procurement does not timely submit its Utilization Plan with the required documents, that bidder will be deemed Non-Responsive. For a low bid procurement, the City will notify the next lowest bidder who shall then submit a Utilization Plan with required documents no later than 2:00 PM on the third business day after the bidder receives notification. This process will be followed until a bidder submitting the required documents is selected.

DEFINITIONS

Business Equity Firm means an Independent Firm that is a Certified minority- and/or women-owned business enterprise (M/WBE) with a Significant Business Presence in the City's Marketplace.

Business Equity Goal means a calculation prepared by the DVIN-BE that includes all the following factors: the detailed cost estimate of the work to be performed, or goods purchased; the 6-county Marketplace; the availability of Business Equity Firms and non-Business Equity Firms in the Marketplace determined on a Contract-by-Contract basis; and the subcontracting/supplier opportunities of each project.

Certified means those firms identified by the North American Industry Classification System (NAICS) that have been determined to be a bona fide MBE or WBE by the North Central Texas Regional Certification Agency (NCTRCA), the Dallas/Fort Worth Minority Supplier Development Council (DFW /MSDC), Women's Business Council-SW (WBCS), Texas Department of Transportation (TxDOT) or another certifying agency that the DVIN-BE may deem appropriate and accepted by the City of Fort Worth.

DVIN-BE means the City's Department of Diversity and Inclusion – Business Equity Division

Good Faith Efforts means the actions undertaken by a Contractor and approved by DVIN-BE as described in the Business Equity Ordinance §20-370 (g).

Joint Venture means a business entity formed by two or more independent Persons for the purpose of pursuing a common objective, such as a prime contract. The resulting business entity has additional resources and capacity, enhancing its ability to compete for larger awards. A joint venture is generally characterized by shared ownership, shared returns and risks, and shared governance. In a joint venture, the prime managing partner holds 51 % or more interest in the business. Partner(s) hold less than 51 % interest but in most cases, not less than 20%.

Marketplace means the geographic area as defined by the City's most current Disparity Study (i.e., Tarrant, Dallas, Denton, Johnson, Parker and Wise counties).

Responsive means that a Person is compliant with the requirements of the Business Equity Ordinance.

Significant Business Presence means a Person (1) which has its principal place of business located inside the Marketplace; (2) which has its principal place of business located outside the Marketplace but has been verified to be in existence for a minimum of 24 months and from which at least 20% of the business's workforce is based in the Marketplace; or (3) which has cumulative business receipts greater than \$1,000,000 for work done in the Marketplace since January 1, 2013.

Utilization Plan means the list of Business Equity Firms that a Contractor commits will be utilized to meet the Business Equity Goal for a specific project, the scopes of the work and the dollar values or the percentages of the work to be performed.

VIOLATIONS AND SANCTIONS

1. Failure to comply with the City's Business Equity Ordinance will result in the bid being considered "Non-Responsive."
2. Failure to submit the required Business Equity forms and documentation will result in the bid being considered non-responsive and a "written warning" letter that may impact the Offeror's evaluation scoring on future City bid opportunities for up to 12 months, refer to [Ordinance §20-373 on VIOLATIONS AND SANCTIONS](#) for continued offenses or failures to comply.

If you have any questions, contact Department of Diversity & Inclusion, Business Equity Division

Email: DVIN_BE@fortworthtexas.gov | Phone: 817-392-2674



Business Equity Firms are certified Minority/Women Business Enterprise (M/WBE)
 Disadvantage Business Enterprise (DBE)

Request for Listing of Certified Firms

PLEASE ANSWER **ALL QUESTIONS** ON THIS FORM TO ENSURE FASTER PROCESSING

COMPANY NAME: _____ DEVELOPER PROJECT/BID# ENV 22-12
 ADDRESS: _____ GENERAL CONTRACTOR
 CITY/STATE/ZIP: _____ CONSULTANT
 REQUESTER'S NAME: _____

PROJECT TYPE: CITY-FUNDED TAX INCENTIVE 380 AGREEMENT TIF FEDERALLY-FUNDED

BID OPENING DATE: _____ PROJ. START DATE* _____ PROJECT NAME: _____

GOAL TYPE: M/WBE MBE WBE DBE SECTION 3 OTHER

Please specify other Goal Type (s): _____
 CONSTRUCTION PROFESSIONAL(RFP/RFQ) PROFESSIONAL SERVICES GOODS/ SERVICES

All requests will be processed within 2 City business Days (Exception: Large requests may take 3 days)
**Estimated Project Start Date is applicable to Tax Incentives, 380's, tif and Federally-funded projects*

Please include the **6-digit** NAICS Code and description of the product/service. A link to the NAICS Code Search is provided for your convenience. Attach a separate form if more space is needed.

CONSTRUCTION & PROFESSIONAL SERVICES NAICS Codes Search (Required)		SUPPLIER OF GOODS & SERVICES NAICS Codes Search (Required)	
NAICS CODE	Description	NAICS CODE	Description

EMAIL THE COMPLETED FORM TO: DVIN_BEOffice@fortworthtexas.gov . Listings reports can be utilized for six (6) months from the date of the report. If additional commodities are needed within this period, submit a new request for listings to the email address above. If you need additional assistance, please call (817) 392-2674.



PROJECT # _____ BID # _____
 (If Applicable Please Check One)
 Amendment Change Order

Business Equity Division LETTER OF INTENT

A. Business Equity Sub-Contractor/Consultant Information:

A certified Business Equity firm is owned by a Minority or Woman Business Enterprise (M/WBE)

[Pursuant to the City of Fort Worth's Business Equity Ordinance, certified Business Equity firms participating under the Ordinance must be certified prior to recommendation of award in order to be counted towards the Business Equity contract goal. Certifying agencies acceptable by the City: North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council, Inc. (DFW MSDC), Women's Business Council - Southwest (WBCS), or the Texas Department of Transportation (TXDOT). **Note:** For Federally-Funded projects the firm must be certified as a Disadvantaged Business Enterprise (DBE) by the NCTRCA and/or TXDOT only.] **All Fields are Required - Do not leave blank.**

1. Name of Project: ENV 22-12 Asbestos Abatement and Mold Removal Activities at City Facilities
2. Name of Offeror/Prime Contractor: _____
3. Name of Business Equity Firm: _____
 Address: _____ Firm Contact Name/Phone: _____
4. 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):

NAICS Code: _____ In the amount of \$ _____

(Owner/ Authorized Agent) Type or Print Name	(Name of Certified Business Equity Firm)
(Signature of Owner /Authorized Agent of Certified Business Equity Firm)	(Date)
(Email Address)	(Phone Number)

B. Affidavit of Offeror/Prime

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

_____ and that I have personally reviewed the material and facts
 (Name of Offeror/Prime)

set forth in this Letter of Intent. 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's Business Equity Ordinance, any person/entity that makes a false or fraudulent statement in connection with participation of a certified firm in any City of Fort Worth contract may be referred for debarment procedures under the City of Fort Worth's Business Equity Ordinance.

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

(Owner/ Authorized Agent) Type or Print Name	(Name of Offeror/Prime)
(Signature of Owner/Authorized Agent)	(Date)
(Email Address)	(Phone Number)



City of Fort Worth Business Equity Utilization Form

Disadvantaged Business Enterprise Utilization Form (Applicable if Federally-Funded)

PRIME/OFFEROR/OWNER COMPANY NAME:							
PROJECT NAME:							
PROJECT NUMBER:	BID DATE:	City's Business Equity Goal: <input type="checkbox"/> (Check if addressing DBE Goal) %			Offeror's Business Equity (or DBE) Commitment: %		
Check all applicable boxes to describe Prime/Offeror/Owner's Classification: <input type="checkbox"/> Not Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> HUB <input type="checkbox"/> VOSB <input type="checkbox"/> Section 3							
Certifying Agency: <input type="checkbox"/> NCTRCA <input type="checkbox"/> D/FW MSDC <input type="checkbox"/> TX DOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:							
Ethnicity: <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Caucasian <input type="checkbox"/> Asian <input type="checkbox"/> Native American				Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary			
Definitions: Business Equity Firm: Certified MBE Minority Business Enterprise or WBE Women Business Enterprise DBE: Disadvantaged Business Enterprise HUB: Historically Under Utilized Business VOSB: Veteran Owned Small Business Section 3: Certified Housing Urban Development Vendors							

ALL BUSINESS EQUITY FIRMS MUST BE CERTIFIED BEFORE CONTRACT AWARD

Failure to complete this form, in its entirety, and received by the Purchasing Division no later than 2:00 p.m. on the **third** City business day after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications. Exception: CFA, ICA, and CDBG projects, documents will be submitted to the City Project Manager if publicly bid or to the Developer if privately bid.

The undersigned Prime/Offeror agrees to enter into a formal agreement with the Business Equity firm(s) listed in this utilization schedule, conditioned upon execution of a contract with the City of Fort Worth (Exception: Developer projects). 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.

Business Equity firms listed toward meeting the project goal must be located in the City's marketplace at the time of bid or the business has a Significant Business Presence in the Marketplace. The marketplace is the City of Fort Worth including portions of Denton, Parker, Wise, and all of Tarrant, Dallas, and Johnson counties.

Certified means those Business Equity Firms, located within the Marketplace, that have been determined to be a bona-fide minority or women business enterprise by the North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council (D/FW MSDC) and Women's Business Council-Southwest (WBCS).

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

Federally-funded Projects (ONLY), Counting DBE Participation: If materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the goal. If the **materials or supplies are purchased from a DBE regular dealer, count 60 percent** of the cost of the materials and supplies toward the DBE goal. When materials or supplies are purchased from a **DBE neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions** charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of the materials or supplies delivered to the job site. In all cases, the Prime/Offeror is responsible to identify the amounts to be used toward the committed DBE goal. **Note: For DBE Goals, 60% of the services count towards the goal.**



Business Equity Utilization Form

Please note that only certified Business Equity firms will be counted to meet the Business Equity goal. Prime/Offeros are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Business Equity firms and non-Business Equity firms. Prime/Offeros must identify by tier level all subcontractors/suppliers. Tier: means the level of subcontracting below the Prime/Offero i.e. a direct payment from the Prime/Offero to a subcontractor is considered 1st tier, a payment by a subcontractor to its supplier is considered 2nd tier. Business Equity firms are to be listed before non-Business Equity firms. The Prime/Offero is responsible to provide proof of payment of all tiered sub-contractors/suppliers identified as a Business Equity firm and counting those dollars towards meeting the contract committed goal.

Certified Business Equity Prime/Offero Contractors counting their self-performance towards meeting the contract goal, must be certified within those NAICS commodity codes with a certifying agency acceptable by the City of Fort Worth. Certified Business Equity Prime/Offero counting self-performing services towards the goal, the service(s) to be performed should be listed first on the Utilization form.

Check this box if certified Prime Contractor services will be counting towards the Business Equity contracting goal. Please list services first below.

Please list certified Business Equity firm names as listed on their certification, including DBA names.

NAMES AND ADDRESSES OF CONTRACTORS/SUPPLIERS	TYPE OF SERVICES/SUPPLIES PROVIDED (NAICS Required)	Specify Tier Name 1st Tier	Certification Agency	Gender and Ethnicity:
Business Name: _____ Address: _____ Phone: _____ Email: _____ Contact Person: _____	Type of Service/Supplies: _____ NAICS Code: _____ \$ AMOUNT: _____		Certified By: <input type="checkbox"/> D/FW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other: _____	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: _____ Address: _____ Phone: _____ Email: _____ Contact Person: _____	Type of Service/Supplies: _____ NAICS Code: ENV 22-12 \$ AMOUNT: _____		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other: _____	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: _____ Address: _____ Phone: _____ Email: _____ Contact Person: _____	Type of Service/Supplies: _____ NAICS Code: _____ \$ AMOUNT: _____		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other: _____	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American

Business Equity Utilization Form

Please include multiple copies of this page if needed to list all contractors and suppliers.

NAMES AND ADDRESSES OF CONTRACTORS/SUPPLIERS	TYPE OF SERVICES/SUPPLIES PROVIDED (NAICS Required)	Specify Tier Name 1st Tier	Certification Agency	Gender and Ethnicity:
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies: NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> D/FW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies: NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies: NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies: NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American



Business Equity Utilization Form

Total Dollar Amount of Certified Prime/Offeror Services towards contract goal	\$
Total Dollar Amount of Business Equity (or DBE if applicable) Subcontractors/Suppliers	\$
Total Dollar Amount of Non-Business Equity Subcontractors/Suppliers	\$
TOTAL DOLLAR AMOUNT OF CERTIFIED PRIME/ALL SUBCONTRACTORS/SUPPLIERS	\$

The Prime/Offeror will not make additions, deletions, or substitutions to this certified list without the prior approval of the Business Equity Division through the submittal of a ***Request for Approval of Change/Addition online***. 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 Prime/Offeror shall submit a detailed explanation of how the requested change/addition or deletion will affect the committed Business Equity goal. If the detail explanation is not submitted, it will affect the final compliance determination.

By affixing a signature to this form, the Prime/Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including non-Business Equity firms. The Prime/Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company. The Prime/Offeror agrees to allow the transmission of interviews with owners, principals, officers, employees and applicable subcontractors/suppliers participating on the contract that will substantiate the actual work performed by the Business Equity firms on this contract, by an authorized officer or employee of the City. A Prime/Offeror who intentionally and/or knowingly misrepresents material facts shall be Debarred for a period of time of not less than three (3) years.

Authorized Signature

Title

Company Name

Address

City/State/Zip Code

Printed Signature

Contact Name and Title (if different)

Phone Number

Email Address

Date