

REQUEST FOR PROPOSALS

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



PROJECT: ENV-20-01: ERS
ANNUAL CONTRACT FOR
EMERGENCY RESPONSE SERVICES
FOR ENVIRONMENTAL HAZARDS IN THE CITY OF
FORT WORTH

December 17, 2019

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1. REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Sealed proposals for emergency response services for spills, abandoned wastes, and other environmental hazards as deemed necessary by the City, as described in the Scope of Work (Section 2.1), will be received from qualified bidders until **1:30 p.m. on January 23, 2020** in the Purchasing Department, 200 Texas, Fort Worth, TX 76102.

The purpose of this Request for Proposals is to obtain information from capable and experienced firms as to their qualifications and their ability to provide the required services to the City of Fort Worth and to obtain firm pricing to meet the needs of the City. The contract shall be for a term of one (1) year with the option to renew for four additional terms of one year (1) at the sole discretion of the City. Prices on this proposal shall be firm for the duration of the contract and option periods. There will be no minimum work guaranteed under this agreement; however a maximum not-to-exceed amount of \$85,000 will be in place.

Proposal documents, addenda, and specifications may be obtained from the City of Fort Worth Web site at <http://www.fortworthtexas.gov/purchasing/> in portable document format (PDF), or may be viewed at the Code Compliance Department- Environmental Quality Division, 908 Monroe Street (7th Floor), Fort Worth, Texas 76102 during normal business hours.

1.2 GENERAL REQUIREMENTS

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

- a) 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:
- b) Fort Worth ordinance 15530, Minority and Women Business Enterprises; and
- c) The most recent revisions of applicable federal, state, and local laws, and the regulations established by the U.S. Environmental Protection Agency (EPA), the Texas Department of State Health Services (DSHS), the Occupational Safety and Health Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), the U.S. Department of Transportation (DOT), the Texas Department of Transportation (TXDOT), the City of Fort Worth and any other entity that may have jurisdiction over work being performed.

1.3 PRE-PROPOSAL MEETING

A pre-proposal meeting will be scheduled for **Tuesday, January 7, 2019** at 10:00 AM in the Environmental Quality Division Conference Room located on the seventh floor of the City Hall Annex at 908 Monroe Street, Fort Worth, Texas 76102. The purpose of the meeting is to allow potential bidders to ask questions and request clarifications. The meeting is **not** mandatory.

1.4 INTERPRETATION OF ITB DOCUMENTS

All requests for an interpretation of the RFP must be made in writing and submitted to the Environmental Quality Division by fax, regular mail, or e-mail (preferred), at any time up to seven (7) calendar days prior to the time of the opening of proposals. The person

submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the RFP as a formal addendum. Each provider that intends to submit a proposal package must e-mail Nixa Benitez with a notification of intent to submit to ensure notification of applicable addenda. The City will post addenda on its Purchasing website. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the proposal package. No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Fort Worth Environmental Quality Division. All addenda must be submitted with the proposal following the signature page in Section 2.1 (Tab B).

Requests for interpretations must be submitted to:

Nixa Benitez
Code Compliance Department - Environmental Quality Division
City of Fort Worth
200 Texas

Nixalis.Benitez-Benitez@FortWorthTexas.gov

1.5 CONFLICTS

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

1.6 SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope, addressed to and received at City of Fort Worth Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102 no later than 1:30 p.m. Central Daylight Time on Thursday, January 23, 2020.

The project number must be clearly marked on the envelope and the statement **"PROPOSALS DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 on Thursday, January 23, 2020"** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any proposal documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

1.7 PROPOSALS PREPARATION GUIDELINES

Each bidder must submit **one (1) electronic copy (PDF format)** on a "thumbdrive" of the proposal for all items to complete the project or the entire proposal may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the most advantageous interpretation thereof to the City or to reject the proposal.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content.

The City emphasizes that the bidder concentrate on accuracy, completeness, and clarity of content.

B. Preparation Guidelines

To facilitate analysis of its proposal, the bidder shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the City’s sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be **11** point in **Aerial** format. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins.

Legible tables, charts, graphs and figures shall be used wherever appropriate to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

C. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. The outer cover shall be the cover page provided in Section 2 of this RFP with the bottom portion completed with the submitting firm’s information.

**COVER PAGE
LETTER OF TRANSMITTAL**

<u>TAB</u>	<u>CONTENTS</u>	<u>ITB SECTIONS</u>
A)	Table of Contents	
B)	Proposal Summary and Signature	2.1
	Addenda (if applicable)	
C)	Technology Description	2.2
D)	Provider Qualifications and Experience	2.3
E)	Subcontractor Information and Qualifications	2.4
F)	Cost	2.5
G)	Bonds	2.6
H)	Other Requirements	
	Insurance Certificates	2.7
	Legal/Compliance Hist.	2.8
I)	Health and Safety Plans	2.9
J)	(Optional) Additional Supporting Information	

Within each section of their proposal, offerors should address the items in the order in which they appear in this ITB. Offerors may attach other materials (Tab J) that they feel may improve the quality of their responses. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

D. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal typed on company letterhead. The letter of transmittal must:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone number, and email address of the person authorized to negotiate the agreement on behalf of the organization;
- d) Identify the names, titles, telephone numbers, and email addresses of persons to be contacted for clarification; and
- e) Be signed by the person authorized to contractually obligate the organization.

1.8 SECURITY

Proposals must be accompanied by a bidder's bond in the amount of five percent (5%) of the largest possible total of the cost estimate (maximum \$5,000). Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful Contractor signs the project Contract. This bond will serve as a guarantee that the successful Contractor will enter into an agreement with the City to perform the project. The City will only accept sureties duly qualified and authorized by the State of Texas as corporate sureties to act as bonding entities. Personal sureties are unacceptable.

1.9 OPENING OF PROPOSALS

The firm name for each proposal submitted will be read aloud at 2:00 P.M. on **Thursday, January 23, 2020** in the Fort Worth City Council Chambers. The proposals shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All proposals will be open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals will not be open to public inspection.

The proposal documents submitted in accordance with this ITB shall remain valid for ninety (90) days after the due date.

1.10 PROPOSAL EVALUATION

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

- a) purchase price;
- b) reputation of the bidder and of the bidder's goods /services;
- c) quality of the bidder's goods or services;
- d) extent to which the goods or services meet the City's needs;
- e) bidder's past relationship with the City;

- f) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; and
- g) total long-term cost to the City to acquire the bidder's goods or services.

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 proposals submitted. The City will select the most highly qualified provider responding to the request based on these criteria.

<u>Factor</u>	<u>Points</u>
1. Cost	40
2. Technology Description	25
3. Contractor's qualifications, experience, and capabilities	20
4. Quality of Subcontractors and TSD facilities	10
5. Other Factors (as described below)	5
Total	<u>100</u>

Cost scores will be determined by converting the unit costs submitted in the proposals to an annual estimate and applying the following formula:

$$\frac{\text{Lowest.Estimate}}{\text{Current.Estimate}} \times 400 = \text{Cost Points}$$

Other factors to be considered may include, but not be limited to, provider's work history with the City and legal and compliance history. A facility (office) visit may be completed for the three highest-ranking submittals based on the above criteria. The City will select the most highly qualified Provider responding to the request based on the above criteria and a facility visit (if applicable). The City may conduct such investigations as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility and qualifications of the Provider, subcontractors, and other persons who are proposed to work on the project.

Remainder of this page intentionally left blank

1.11 CONTRACT TERM

This contract shall commence on **February 15, 2020** or on the date the contract is fully executed by all parties, whichever is later, unless otherwise stipulated in the Notice of Award Letter, and contingent upon the completion and submittal of all required pre-award documents; and shall continue for a period of twelve (12) months and may be extended by subsequent agreement of both parties for four (4) additional twelve month periods for a total of sixty (60) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term. For subsequent renewals all conditions, terms, and pricing shall remain the same as stated in the original contract unless otherwise agreed upon in writing by both parties.

1.12 NEGOTIATION OF THE CONTRACT

The City will meet with the successful firm 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 the offeror. After the negotiations, the City will make final changes to the contract documents and issue the contract documents with Notice of Award letter to the successful bidder.

1.13 AWARD OF THE CONTRACT

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

The City will send a Notice of Award letter to the successful bidder with an electronic version of the contract for execution by the bidder. The City will then provide a Notice to Proceed letter which 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 Sale Tax; therefore, tax must not be included in this proposal.

1.15 RESERVATIONS

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

Remainder of this page intentionally left blank

2. PROPOSAL DOCUMENTS

THE FOLLOWING PAGES MUST BE INCLUDED IN THE SUBMITTED PROPOSAL ORGANIZED AS DESCRIBED IN SECTION 1.7 OF THE ITB.

FAILURE TO SUBMIT ALL REQUIRED ITEMS ORGANIZED AS DESCRIBED, IN A SEALED ENVELOPE MAY RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

2.1 PROPOSAL SUMMARY

A. Scope of Work

Proposals are being accepted by the City of Fort Worth for the furnishing of all labor, materials, and equipment necessary to perform emergency response services for spills, abandoned wastes, and other environmental hazards as deemed necessary by the City. Services required may include providing analytical, disposal, consulting, and remediation services for spill control at all facilities and locations under the control of the City (owned, non-owned, &/or leased), including structures, rights-of-way, storm sewers, surface water bodies, and illicit narcotics laboratories. The City will enter into Contract with a minimum of one Provider for this service. The number of Contracts to be awarded will depend upon the adequacy of the Proposals submitted, and the City's determination of the ability of the Providers to provide the necessary services. There will be no guaranteed minimum work under any contract awarded, however a maximum not-to-exceed amount of \$85,000 will be in place.

Under this Contract, the Provider shall have the following responsibilities:

- Respond **WITHIN ONE HOUR** of being notified by the City to a release or threatened release of toxic or hazardous substances, materials, or wastes; oil or petroleum substance; pollutants; or contaminants. **WITHIN ONE AND HALF-HOURS of initial notification** provide the necessary personnel, materials, and equipment for an adequate response. The adequacy of the response shall be determined by the City in its sole reasonable judgment.
- If requested by the City, collect samples and have analytical testing performed to assist in the characterization and profiling of waste for disposal. All analytical testing shall be performed at a Laboratory designated by the City.
- Negotiate approval with the City for profiled waste and make arrangements for disposal if the waste is Class II Non-Hazardous Waste.
- If the waste is either Hazardous or Class I Non-Hazardous Waste, the Provider shall contact the City to make arrangements for disposal through the hazardous waste disposal company under separate contract with the City.
- Assist the Fort Worth Fire Department, under Fire Department command direction, in confined space entry or reactive chemical ordinance until command is passed from Fire Department to other City staff control.
- Provide on-site remediation of wastes as requested (such as bio-remediation).
- Have the capability to provide transportation of hazardous and non-hazardous solid and liquid wastes.
- Provide sorbent products to the City on an as-needed basis; and

At the conclusion of all response actions, provide a comprehensive written report of the actions taken on behalf of the City of Fort Worth within 72 clock hours. This one-page (minimum) report shall include a summary of all actions including final cleanup and the name of the City employee who initially contacted the Provider for response. A detailed report of the incident and response action shall accompany the invoice submitted for the work.

B. Acknowledgement of Receipt of Addenda to the ITB

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

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

C. Proposal Certification and Signature

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

- a) Contractor equipment and personnel are capable of performing each type of procedure listed in Section 2.5 of this ITB either with the bidder’s resources or through subcontracts.
- b) All proposal documents have been submitted in one sealed envelope.
- c) Unit prices are provided within the proposal documents.
- d) 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.

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. Bidder agrees that bidder, 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 bidder, its employees, officers, agents, contractor or subcontractors herein.

General Vendor Information and Proposal Signature:	
Firm Name:	_____
Street Address:	_____
	<small>Number Street Name Suite</small>
	<small>City State Zip</small>
Mailing Address: (if different)	_____

_____ Signature of Authorized Representative	_____ Date:
_____ Print Name	_____ Title

2.2 TECHNOLOGY DESCRIPTION

This is a critical portion of the Proposal because the feasibility of the methods for completing the work must be carefully demonstrated. A description of the procedures to perform emergency response services for spills, abandoned wastes, and other environmental hazards as deemed necessary by the City, on-site analytical (hazcat), disposal of Class II Non-Hazardous Wastes, consulting, and remediation services for spill control shall be submitted with the Proposal documents. Photographs, schematic drawings and vendors' brochures should be included with the narrative description of each of the proposed work tasks. A description of the methods that will be used to conduct each of the following tasks should be included:

- Methods for ensuring that the City has access to the Provider's services 24-hours per day, seven days a week;
- Methods for conducting on-site hazcat analysis of wastes;
- Methods for ensuring Provider has 24-hour access to the following equipment: drum moving equipment, CAT 963 front-end loader or equivalent, motorized road broom, vacuum truck, 30 or 40 yard roll-off box, 21,000 gallon frac tank, Bobcat 743 or equivalent, photo-ionization detector (PID);
- General procedures used to respond to and facilitate the removal of any chemical spill or any potentially hazardous material or waste;
- Methods of assisting the City in the preparation of waste profiles, manifests, and landbans to ensure compliant disposal of wastes;
- Methods for deciding when to conduct remediation of waste disposal sites and how remediation (such as bio-remediation) will be done;
- Methods through which transportation of hazardous and non-hazardous solid and liquid wastes will be provided;
- Methods for providing sorbent products to the City on an as-needed basis (a list of sorbents and associated costs should be provided in Section 2.7 Cost Estimate); and
- Any unique capabilities Provider has that could be beneficial to the City's emergency spill response program.

A Provider must judge for itself the difficulties of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion, and obtain all information required to make an intelligent Proposal. No information given by the City or any representative of the City other than that contained in the Contract documents and officially promulgated addenda hereto, shall be binding upon the City. Providers submitting Proposals shall rely exclusively and solely upon their own estimates, investigation, research, tests, and other necessary data for full and complete information upon which the Proposal is to be based. It is mutually agreed that the submission of a Proposal is prima-facie evidence that the Provider has made the investigations, examinations, and tests herein required. Claims for additional compensation due to variations between conditions actually encountered in the project and as indicated in the Contract Documents will not be allowed.

**INCLUDE A COPY OF THE TECHNOLOGY DESCRIPTION FOLLOWING THIS PAGE
BOUND WITHIN THE PROPOSAL PACKAGE.**

2.3 PROVIDER'S QUALIFICATIONS, EXPERIENCE AND CAPABILITIES

A. Business Qualifications and Experience

Providers must submit an up-to-date, concise statement of qualifications documenting their experience with the required services.

B. Personnel Qualifications and Experience

Submit a brief résumé (one page maximum, 10 pt type minimum) of each staff member who will provide services associated with this solicitation. Identify key persons by name and title and describe the primary work assigned as well as total years of experience and years employed with the provider.

C. Licenses and Certificates

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident for the due and lawful performance of the work. Provider should include copies of appropriate company licenses, certifications, and registrations from EPA, DOT, TCEQ, etc. and provide copies of individual licenses and certificates upon request from the City.

D. References

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

Remainder of this page intentionally left blank

2.4 SUBCONTRACTOR AND DISPOSAL FACILITY INFORMATION AND QUALIFICATIONS

For each subcontractor and TSD facility to be used for services under this contract, provide the information requested in the Table 2.4-1 and 2.4-2 and include qualifications and capabilities (as detailed in Section 2.3 A, B, and C of the ITB) pertinent to the services to be provided under the contract. Include a brief description of tasks that will be performed by the subcontractor/TSD facility.

Table 2.4-1: Subcontractor Information

Subcontractor's Name	Proposed Tasks on the Project

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

Remainder of this page intentionally left blank

Table 2.4-2: Proposed Disposal Facilities

List all disposal facilities, including Class II Landfills, grease/grit trap waste facilities, and other disposal facilities that are proposed under this Contract. The City plans on using its existing hazardous waste disposal company for Class I Non-Hazardous and Hazardous Waste.

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

NOTE: If the waste is either Hazardous or Class I Non-Hazardous Waste, the Provider shall contact the City to make arrangements for disposal through the hazardous waste disposal company under separate contract with the City.

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

INCLUDE A COPY OF THE TSD QUALIFICATIONS FOLLOWING THIS PAGE WITHIN THE PROPOSAL PACKAGE

2.5 COST

Providers should provide a price estimate for each task of each technology method proposed for this project. At least those tasks shown in the following list should be included. The Provider may wish to include additional tasks as appropriate depending on the complexity of the technology proposed. A cost estimate for each task associated with a subcontractor should be provided.

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

COMPLETE THE FOLLOWING TABLES AND ATTACH A LIST OF SORBENT PRODUCTS AND ASSOCIATED PRICES

SORBENT PRODUCTS MUST INCLUDE AT A MINIMUM THE FOLLOWING:

OIL PADS, OIL BOOMS AND SOCKS, UNIVERSAL PADS, UNIVERSAL BOOMS AND SOCKS, UNIVERSAL SPILL KITS, AND BIODEGRADABLE SORBENTS

Remainder of this page intentionally left blank

Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, etc.

LABOR	TYPE	PRICE / HOUR
Principal		
Manager		
Supervisor		
Supervisor		
Supervisor		
Site Safety Officer		
Certified Industrial Hygienist (CIH)		
Scientist	Chemist	
Scientist	Geologist	
Scientist	Hydrologist	
Scientist	Biologist	
Engineer		
Technician		
Technician		
Technician		
Technician		
Specialist		
Specialist		
Clerical		
Other		
Overtime (<i>indicate days and hours overtime will be charged</i>)		
Markup		

PPE	Type	Price / Unit
Booties		
Boots	Acid Resistant	
Boots		
Overshoes		
Gloves		
Gloves		
Gloves		
Gloves		
Gloves		
Gloves		
Gloves		
Glove Liners		
Level "A" Suit	Kappler Responder	
Level "A" Suit		
Level "A" Suit		
Level "A" Suit		
Level "B" Suit	Kappler CPF IV	
Level "B" Suit		
Level "B" Suit		
Level "C" Suit		
Level "C" Suit		
Splash Suit		
Saranex Suit		
Tyvek Suit		

Materials	Type	Price / Unit
Absorbent	Clay	
Absorbent	Oil Boom	
Absorbent	Oil Pad	
Absorbent	Vermiculite	
Absorbent		
Absorbent		
Absorbent		
Wipes		
Lime	50 lb. Bag	
Sodium Hypochlorite	Gallon	
Spill Control/Bio Remediation Products	Gallon	
AFFF	Drum	
AFFF	5 gallon pail	
Decon Supplies	Brush	
Decon Supplies	Pails	
Decon Supplies	Pools	
Decon Supplies		
Plastic Sheeting		
Pump		
Pump		
Pump		
Plastic Sheeting		
Plastic Sheeting		
Samplers	Coliwasa	
Samplers		
Samplers		
Other		

Containers	Type	Price / Unit
Bucket	DOT / plastic	
Bucket	DOT / Metal	
Bucket		
Drum	1A1	
Drum	1H1	
Drum	Poly salvage	
Drum	Steel salvage	
Drum		
Drum		
Drum		
Drum		
Boxes		
Boxes		
Roll off	10 Yd ³	
Roll off	20 Yd ³	

Monitor Equipment	Type	Price / Unit
PID		
PID		
Oxygen Meter		
OVA		
OVA		
Explosimeter		
Tritector		
Multiple Gas Detector		
Detector Tubes		
pH Meter		
pH Paper		
HazCat Analysis		
DO Meter		
Sub-surface Soil Sampler		

Mobile Equipment	Type	Price / Unit
Emergency Response Vehicle		
Mileage		
Crew Truck		
Mileage		
Utility Vehicle		
Mileage		
Trailer		
Trailer		
Vacuum Truck		
Bobcat		
Backhoe / Loader		
Excavator		
Rubber Tire Loader		
Tractor		
Tractor		
Tiller		
Motorized Street Sweeper		

Material	Type	Price / Unit
Compressor		
Compressor		
Pump		
Pump		
Pump		
Pump		
Pump		
Pump		
Pump		
Pump		
Boat		
Boat		
Boat		
Boat		
Broom		
Broom		
Boom		
Boom		
Boom		
Skimmer		
Skimmer		

Material	Type	Price / Unit
Blower		
Blower		
Auger		
Auger		
Generator		
Drum de-header		
Lights		
Light plant		
Post hole digger		
Pressure washer		
Pressure washer		
Reactive chemical carrier		
Remote drilling apparatus		
Fire suit		
Non-sparking tool kit		
Vacuum		
Vacuum		
Vacuum		

Other Equipment or Supplies	Type	Price / Unit

2.6 BONDS

Proposals must be accompanied by a bidder's bond in the amount of five percent (5%) of the largest possible total of the cost estimate. Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful contractor signs the project contract. This bond will serve as a guarantee that the successful contractor will enter into an agreement with the City to perform the project. The bond is subject to forfeiture in the event the successful contractor fails to execute the contract documents within 10 calendar days after the contract has been awarded.

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

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

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

**INCLUDE CASHIER'S CHECK OR BIDDER'S BOND
FOLLOWING THIS PAGE WITHIN THE PROPOSAL PACKAGE**

Remainder of this page intentionally left blank

2.7 INSURANCE CERTIFICATES

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

a) Insurance coverage and limits:

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

1. Commercial General Liability

- o \$1,000,000 each occurrence
- o \$2,000,000 aggregate

Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/ completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

2. Automobile Liability

- o \$1,000,000 each accident on a combined single limit basis
Split limits are acceptable if limits are at least:
- o \$250,000 Bodily Injury per person /
- o \$500,000 Bodily Injury per accident /
- o \$100,000 Property Damage

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project. The named insured and employees of contractor shall be covered under this policy. The City of Fort Worth shall be named an Additional insured on Endorsement TE 9901 or equivalent, as its interests may appear. Liability for damage occurring while loading, unloading and transporting materials collected under the contract shall be included under this policy.

3. Worker's Compensation

Statutory limits

Employer's liability

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

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

4. Professional Liability
 - o NOT APPLICABLE FOR THIS PROJECT

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of insurance shall be submitted to the City for each year following completion of this contract. This certificate must be submitted to the Code Compliance Department, Environmental Quality Division, **Attn:** Environmental Program Manager.

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).

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

1. The certificate of insurance shall document the City of Fort Worth, its' Officers, Employees and Volunteers as an "Additional Insured" on all liability policies. Exception... the additional insured requirement **does not** apply to Workers' Compensation policies
2. The certificate of insurance shall provide thirty days (30) notice of cancellation or non-renewal.

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

3. The certificate shall be signed by an agent authorized to bond coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide
4. All policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City of Fort Worth.
5. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and

solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

6. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
7. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage. This certificate must be submitted to the Code Compliance Department, Environmental Division, **Attn:** Environmental Program Manager.
8. Policies shall have no exclusions by endorsements, which nullify the required lines of coverage, nor decrease the limits of said coverages unless such endorsements are approved in writing by the City. In the event a contract has been proposal or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
9. Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the Risk Management Division of the City of Fort Worth in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by Risk Management.
10. Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City's Risk Management Division
11. The City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City of Fort Worth. The City shall be required to provide prior notice of ninety (90) days.
12. The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular

policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of this contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.

13. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
14. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of provider's overhead.

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

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

Remainder of this page intentionally left blank

2.8 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Proposals. 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 Proposals**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

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

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

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

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

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

- (1) if the provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
- (2) if the provider is a partnership, a general partner; and
- (3) If the provider is a sole proprietorship, the sole proprietor.

INCLUDE A COPY OF THE REPORT OF LEGAL ACTION FOLLOWING THE CERTIFICATION PAGE AND BOUND WITHIN THE PROPOSAL

Remainder of this page intentionally left blank

Certification of Provider’s Legal and Compliance History

Complete ONE of the Following Certifications:

Certification of Legal Action Report

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

PROVIDER: _____
 (Company Name)

BY: _____ (signature) _____ (type name of signatory)

_____ (title) _____ (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: _____ (signature) _____ (type name of signatory)

_____ (title) _____ (date)

2.9 HEALTH AND SAFETY PROGRAM MANUALS

Each Provider should submit a copy of their Corporate Health and Safety Program Manual and a copy of their proposed Health and Safety Plan for this project. Only one paper copy of Health and Safety Plans is required. Others may be electronic format (CD).

INCLUDE A COPY OF THE PROPOSED HEALTH & SAFETY PLAN FOR THIS PROJECT FOLLOWING THIS PAGE, BOUND WITHIN THE PROPOSAL PACKAGE.

INCLUDE A COPY OF THE CORPORATE HEALTH & SAFETY PROGRAM MANUAL BOUND SEPARATELY BUT MAILED WITHIN THE SAME ENVELOPE.

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