

REQUEST  
FOR  
QUALIFICATIONS PACKAGE

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



PROJECT: ENV-21-01: DEMO

CITY-WIDE COMMERCIAL & RESIDENTIAL  
DEMOLITION SERVICES  
ANNUAL CONTRACT

January 11, 2021

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# 1.0 REQUEST FOR QUALIFICATIONS

- 1.1 PROJECT DESCRIPTION: Qualifications are being accepted by the City of Fort Worth for the provision of residential and commercial demolition services on an annual contract agreement. A total of **four (4)** agreements will be established. As projects arise a Request for Cost will be sent to all **four (4)** Providers. The City will then select the best price and issue a Task Order for the project. In the event of an “Emergency” demolition that is declared by the City Building Official, the aforementioned selection process will be adjusted so as to provide for immediate work to begin. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

Demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) – such as a single family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse or that are subject to emergency demolition guidelines.

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

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

**THERE IS NO MINIMUM GUARANTEE OF ANY WORK UNDER THIS CONTRACT.**

Historically, the City of Fort Worth has performed demolition related services on 65 residential and/or commercial structures and project sites per calendar year.

1.2 GENERAL REQUIREMENTS:

Qualifications documents may be obtained from the City of Fort Worth web site at <http://fortworthtexas.gov/purchasing> in portable document format (PDF).

A **Pre-Qualification** meeting is scheduled for this project:

Date: January 26, 2021  
Time: 10 AM  
Location: 908 Monroe  
7<sup>th</sup> Floor Conference Room

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

All Providers must comply with:

- Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth ordinance 20020, Business Diversity Enterprises.

1.3 INTERPRETATION OF THE REQUEST FOR QUALIFICATIONS:

All requests for an interpretation of the Request for Qualifications must be made in writing and submitted to the Code Compliance Department - Environmental Management Division, by fax, regular mail, or email, at any time up to seven (7) calendar days prior to the deadline date for submitting Qualifications Packages. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the Qualifications Documents as a formal addendum. The City will attempt to email a copy of each addendum to each person receiving a Qualifications Package, when those persons have identified themselves to the City. The City will also post addenda on the web site. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Qualifications Package.

1.4 CONFLICTS & QUESTIONS: Should there be conflicts between the Qualifications documents and the final executed contract document, the final contract shall take precedence. Questions regarding this Request for Qualifications should be directed in writing immediately to:

Roger Grantham ([Roger.Grantham@fortworthtexas.gov](mailto:Roger.Grantham@fortworthtexas.gov))  
Code Compliance - Environmental Management Division  
City of Fort Worth  
200 Texas Street, Fort Worth, TX, 76102-6311  
Phone 817.392.8592  
Fax 817.392.6359

- 1.5 **HOW TO SUBMIT A QUALIFICATIONS PACKAGE:** Each Provider must submit **one (1) electronic copy of the entire Proposal Package on a “flash or thumb” drive** to the City. No hardcopies will be accepted. All items to complete the submittal must be included within the Qualifications Package or the entire Qualifications Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Qualifications Package.

Qualifications Packages must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas, Fort Worth, Texas 76102. The Qualifications Packages must be received by the Purchasing Division no later than 1:30 p.m. on February 18, 2021.

The project number must be clearly marked on the envelope and the statement **“QUALIFICATIONS DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 on Thursday, February 18, 2021”** 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 Qualifications Documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

**NO FAXED QUALIFICATIONS WILL BE ACCEPTED**

- 1.6 **OPENING OF QUALIFICATIONS:** The Document entitled "Qualifications Summary" in each Qualifications Package submitted will be opened and read aloud at 2:00 P.M. on Thursday, February 18, 2021, in the Fort Worth City Council Chambers. The Qualifications Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All Qualifications Packages will be open for public inspection after the contract is awarded. However, information in the Qualifications Packages subject to the trade secrets exception of the Public Information Act under § 552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

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- 1.7 QUALIFICATIONS EVALUATION CRITERIA: The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and qualifications. Qualifications will be evaluated by qualitative measures and will be weighted as follows:

<b>FACTOR</b>	<b>MAXIMUM WEIGHT</b>
Provider's Experience	30 points
Qualifications of Provider's Personnel	20 points
Provider's Legal History	10 points
Provider's Work History With City *	5 points
Qualifications of Provider's Subcontractors	10 points
<u>Provider's Business Equity (BE) MWBE Participation Plan</u>	<u>25 points</u>
<b>TOTAL</b>	<b>100 points</b>

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

*NOTE: Any of the above factors may be weighted as low as -20 points.*

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

- 1.8 NEGOTIATION OF THE CONTRACT: After selecting the four most highly qualified Providers, the City will then attempt to negotiate with each Provider a contract. If a satisfactory contract cannot be negotiated with the one or more of the three most highly qualified Providers, the City shall formally end negotiations with the Provider(s), select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Qualifications based on a new scope of work. The fees under the contract must be consistent with industry standard and may not exceed any maximum provided by law. During negotiations, the Provider will also respond to the City's Business Equity (BE) Utilization Requirements as set forth in Section 2.3 of this Request for Proposals. The City will negotiate with the successful Providers any final changes to the contract and any exceptions identified in the Qualifications Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to each successful Provider.
- 1.9 CONTRACT TIME: The successful Providers will be awarded one-year contracts with four one-year options to renew.

- 1.10 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.
- 1.11 RESERVATIONS: The City reserves the right to reject any or all Qualifications Packages and waive any or all formalities.

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## 2.0 QUALIFICATIONS DOCUMENTS

### 2.1 QUALIFICATIONS DOCUMENT CHECKLIST

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

<u>Qualifications Documents</u>	<u>Initial if Included</u>
1. QUALIFICATIONS DOCUMENT CHECK LIST	_____
2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
3. BUSINESS EQUITY ORDINANCE	_____
4. QUALIFICATIONS SUMMARY	_____
5. QUALIFICATIONS OF PROVIDER	_____
6. LIST OF SUBCONTRACTORS	_____
7. INSURANCE CERTIFICATES	_____
8. PROVIDER'S LICENSES & CERTIFICATES	_____
9. PROVIDER'S LEGAL & COMPLIANCE HISTORY	_____

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_



2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

2.2.1 Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of the following addendum(a) to the Request for Qualifications, and has attached all addenda following this page. (Add lines if necessary).

\_\_\_ Addendum Number 1 \_\_\_\_\_  
(Date received)

\_\_\_ Addendum Number 2 \_\_\_\_\_  
(Date received)

\_\_\_ Addendum Number 3 \_\_\_\_\_  
(Date received)

\_\_\_ Addendum Number 4 \_\_\_\_\_  
(Date received)

2.2.2 Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of no addenda to the Request for Qualifications.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title (print or type)

## 2.3 BUSINESS EQUITY FIRMS-(M/WBE) UTILIZATION REQUIREMENTS

The City of Fort Worth implemented the Business Equity (BE) Ordinance to reflect the City's availability and disparity study findings. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Business Equity Firms in the procurement of services \$100,000.00 or more. This Request for Proposal consists of a Business Equity goal.

The Business Equity goal is **15%**

The information shall be submitted with the proposal and shall include:

- The company name, address, point of contact, email address, office and fax/telephone numbers of the Business Equity firms;
- A detailed description of the work to be performed or supplied by each Business Equity firm;
- The tier level, i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. (if other than 1<sup>st</sup> tier, the plan must clearly identify the firm name and tier from whom the Business Equity firm will be receiving payment)
- The sub-contract value or percentage of work for each Business Equity firm;
- State the Business Equity percentage level of commitment achieved; and
- Provide the same identification information for all non-Business Equity firms

It is important to note that only Business Equity firms that perform a commercially useful function may count towards the **15%** Business Equity goal.

A Business Equity Prime Contractor can count its self-performance services towards meeting the Business Equity Goal for the assigned NAICS commodity codes on their MBE or WBE certification. If the Business Equity Prime Contractor cannot self-perform all of the work, it will be accountable for subcontracting with certified Business Equity firms to meet the overall goal.

Proposers **must** obtain a request for listing of certified firms from the City of Fort Worth's Business Equity Division at (817) 392-2674 or email [DVIN\\_BEoffice@fortworthtexas.gov](mailto:DVIN_BEoffice@fortworthtexas.gov). This will ensure that Proposers are acknowledging Business Equity firms currently certified by the North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council (D/FW MSDC) and the Women's Business Council Southwest (WBCS) at the time proposals are submitted, in order for the participation to be counted towards the established goal. The firms must be located in the City's six (6) county geographic marketplace that includes the counties of: Tarrant, Dallas, Denton, Johnson, Parker and Wise.

If an Offeror, forms a joint venture with one or more Business Equity firms, the Business Equity joint venture percentage participation will be counted towards the established goal. The appropriate Business Equity Joint Venture form must be submitted for review and approval in order for it to be counted.

If Offeror failed to meet the stated Business Equity goal, in part or in whole, then a detailed explanation must be submitted to demonstrate the Good Faith Efforts made to secure Business Equity participation.

Failure to submit the Business Equity participation information or the detailed explanation of the proposer's Good Faith Efforts to meet or exceed the stated Business Equity goal, may render the proposal non-responsive.

**The Business Equity commitment will be part of the final weighted selection criteria.**

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The undersigned acknowledges the City's MBE requirements as stated above, and if selected as the most highly qualified provider, will comply with the requirement to submit a utilization plan during contract negotiations.

PROVIDER:

_____	BY: _____
Company Name	(print or type name of signatory)
_____	_____
Address	(Signature)
_____	_____
City, State, Zip	Title (print or type)

2.4 QUALIFICATIONS SUMMARY

**TO THE CITY OF FORT WORTH:**

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform the required demolition services as instructed by the City. All work will be outlined in a Task Order issued by the City to the Provider for each required task. The Scope of Services is outlined on the following pages of the Qualifications Documents.

Provider acknowledges the need to respond to a Cost Estimate within 3 business days and be prepared to begin work no later than 14 calendar days from Cost Estimate submittal.

All Qualifications Documents have been submitted in one sealed package.

\_\_\_\_\_ Addenda to the Request for Qualifications have been received as acknowledged in Section 2.2.

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

**PROVIDER:**

_____ (Company Name)	BY: _____ (print or type name of signatory)
_____ (Address)	_____ (Signature)
_____ (City, State, Zip)	_____ Title (print or type)
_____ Phone)	_____ (FAX)

## 2.5 QUALIFICATIONS OF THE PROVIDER

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

Provider shall attach a copy of its current statement of qualifications (**15-page maximum, 12 pt type minimum**). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of qualifications. Within the statement of qualifications the Provider should:

- Document Provider's experience (including references) with demolition and asbestos abatement services as discussed in the following Scope of Services. This section should discuss past and current relevant jobs with special focus on LOCAL AREA work.
- Work orders that are funded fully or in part by federal funds may require compliance with the Davis-Bacon Act. Provide a list of projects where your firm was responsible for providing weekly payrolls. Briefly explain how you expect to meet this federal requirement.
- Submit an organization chart depicting contact arrangement from the City to the Provider and from the Provider's representative to other areas within the Provider. Identify key persons by name and title and describe the primary work assigned. This chart must include the individual(s) assigned to ensure the BDE plan is followed.
- Submit a brief résumé (one page maximum, 12 pt type minimum) for the overall Contract Manager, NESHAP Trained Individual, and Primary Asbestos Contractor that will PERFORM WORK under this contract. These resumes count as part of the overall 15-page limit for the statement of qualifications.

**INCLUDE A COPY OF THE QUALIFICATIONS WITHIN THIS SECTION AND BOUND WITHIN THE QUALIFICATIONS PACKAGE**

## SCOPE OF SERVICES

### 2.5.1 General Overview

Qualifications are being accepted by the City of Fort Worth for the provision of residential and commercial demolition and asbestos abatement services on an annual contract agreement. Provider will be required to provide a “turn-key” service to the City. Individual projects will be released on a Task Order basis when the City elects to proceed with each effort. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

**THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT**, however the types of work for which the successful Provider should be qualified to perform include the following:

Residential and commercial demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) – such as a single family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse.

Provider shall provide a minimum of **5** references for similar work performed within the past 18 months

Residential and commercial demolition and asbestos abatement services may be requested on a per property basis or as a group that may require phasing. Provider shall provide documentation of handling various types and sizes of projects.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations. If the Provider provides its own personal sampling pumps and PCM cassettes to the City’s Asbestos Consultant then the City’s Consultant will perform the laboratory analysis of the PCM cassettes for OSHA monitoring.

Provider will be required to comply with all applicable Texas Pollution Discharge Elimination System (TPDES) Storm Water permits, rules and regulations.

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

Each Provider must submit their qualifications for each type of work above or the entire submittal may be rejected.

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

Each provider and/or subcontractors shall be registered as demolition contractors with the City of Fort Worth – Planning and Development Department (817.392.2222).

### 2.5.2 City Provided Services

The **City of Fort Worth** will provide the following:

- Primary point of contact to coordinate Cost Requests, Task Orders, site access, etc.
- Required Notification to the Texas Department of State Health Services for any regulated asbestos abatement or demolition activities. The City will complete the notification, mail to the State and pay the associated notification fees.
- Asbestos assessment reports, removal specifications, and project oversight including 3<sup>rd</sup> party air monitoring as required by a properly licensed Asbestos Consultant Agency and Asbestos Laboratory.

### 2.5.3 Project Coordination

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

Upon receipt of a Task Order and prior to demolition, contractor must obtain a wrecking permit to demolish any structures from the Planning and Development Department - (817) 392-2222.

In obtaining the wrecking permit, the contractor will be required to abide by City of Fort Worth ordinance number 17228, also known as the "Tree Preservation Ordinance." Under the preservation ordinance, no tree 6" diameter or greater will be removed and all trees within 50 feet of a structure will be protected as per Tree Ordinance #17228. Removing trees that interfere with construction is permissible while still retaining 50% of existing canopy.

Prior to site mobilization, the contractor must determine the applicability of the Texas Commission on Environmental Quality (TCEQ) and City of Fort Worth Storm Water Rules including the TPDES General Permit No. TXR150000 and receive approval from the City. In addition, the contractor must also submit any required documentation to the TCEQ and the City of Fort Worth. The contractor must maintain compliance with these rules and ensure posting of any required materials is done in such a manner so that the information can readily be obtained by the general public.

#### **2.5.4 Site Preparation**

Utilities will have been terminated to the sites. Prior to demolition, the contractor will be responsible for verifying that all utilities (i.e. natural gas, telephone, water, etc.) have been disconnected. Contractor will cut and cap all site utilities at point of connection to the site.

Contractor will be responsible for contacting applicable utility services in order to decide whether or not main lines or routes effectively traverse the project site. It will be determined with the consultation of City staff the best method to address any utility concerns involving the aforementioned utility service issues.

#### **2.5.5 Site Work**

All regulated structures will be abated of all RACM and will be demolished typically removing all slabs/foundations, utility infrastructure and grading of the parcel to properly manage storm water.

Prior to the start of abatement and demolition of any structure, each structure shall be inspected to ensure the safety of the crew.

All debris generated from the removal of RACM is to be disposed of as asbestos-containing waste.

Prior to any site disturbance, the contractor will have implemented stormwater Best Management Practices (BMPs), if applicable. This may include, but not be limited to, the use of silt fencing, rock check dams, mulching, erosion control blankets, curb and inlet protection devices, sediment traps, sediment basins, and/or stabilized construction entrances and exits.

Contractor shall clean and remove all remaining furniture, household furnishings, building materials, tires, debris, trash, rubbish and any other solid waste from the premises. These materials shall be recycled, reclaimed or disposed at a facility or landfill that is approved to accept such waste.

Contractor shall maintain proper safety fencing, as needed, and also provide for adequate signage, barricades, traffic cones, and "flagmen" during the course of the project when heavy traffic will be leaving or entering the site. Temporary safety fencing to be used shall be a heavy-duty, diamond-link mesh, orange, high density polyethylene safety or security fencing that will withstand substantial weather-related stresses.

The contractor shall use applied water to the structure prior to and during the demolition process, including loading of debris so as to prevent fugitive dust emissions from leaving the project site in accordance with the provisions of NESHAP.

The Contractor is responsible for obtaining a City of Fort Worth – Water Department water meter if usage of water from nearby fire hydrants is anticipated.



The work area will be maintained in a manner that will control all demolition debris from becoming windblown and/or migrating from the work area during and after working hours.

The contractor shall use site material, if available, or clean fill from an approved source to fill any holes in the terrain resulting from any of the above work, and grade the entire lot, ensuring that low areas are filled to prevent the pooling of water.

For the duration of the entire project, contractor shall sweep dirt and debris from the haul routes used to ensure any sediment tracked from the site is collected and does not migrate onto City streets.

2.6 LIST OF SUBCONTRACTORS

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.	Subcontractor's FAX Number	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

2.7 INSURANCE CERTIFICATES

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

2.7.2 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.

(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
  - \$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
  
4. Professional Liability
  - \$1,000,000 each claim
  - \$2,000,000 aggregate

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

5. Environmental Impairment Liability and/or Pollution Liability
  - o \$2,000,000 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.

(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. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.
3. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
4. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Provider's insurance policies. Notice shall be sent to Cody Whittenburg, City of Fort Worth – Code Compliance, Environmental Quality 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.

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2.8 PROVIDER'S LICENSES & CERTIFICATES

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

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

- DSHS Abatement Contractor License;
- DSHS Abatement Supervisor;
- DSHS Asbestos Transporter License;
- TCEQ Asbestos Landfill; and
- NESHAP Trained Individual.

DSHS Abatement Worker Licenses do not need to be included within this RFQ.

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

## 2.9 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

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

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

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

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

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

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



## Certification of Provider's Legal and Compliance History

Complete ONE of the Following Certifications:

### ***Certification of Legal Action Report***

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

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date

### ***Certification of NO Legal Action***

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

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date

## 3.0 MWBE Solicitation Documents and Forms



**City of Fort Worth**  
**Business Equity Utilization Form and**  
**Disadvantaged Business Enterprise Utilization Form (Applicable to**  
**Federally-Funded Projects Only)**

<b>PRIME/OFFEROR/OWNER</b>									
<b>COMPANY NAME:</b>									
<b>PROJECT NAME:</b>									
<b>PROJECT NUMBER:</b>	<b>BID DATE:</b>	<b>City's Business Equity Goal:</b>				<b>Offeror's Business Equity (or DBE)</b>			
		<b>(Check if addressing DBE Goal)</b>				<b>%</b>	<b>Commitment:</b>		<b>%</b>
<b>Check all applicable boxes to describe Prime/Offeror/Owner's Classification:</b>		Not Certified	MBE	WBE	DBE	HUB	VOSB	Section 3	
<b>Certifying Agency:</b>	NCTRCA	D/FW MSDC	TX DOT	WBCS	Other:				
<b>Ethnicity:</b>	African American	Hispanic	Caucasian	Asian	Native American	<b>Gender:</b>	Male	Female	Non-Binary
<b>Definitions:</b> <b>Business Equity Firm:</b> Certified <b>MBE</b> Minority Business Enterprise or <b>WBE</b> Women Business Enterprise <b>DBE:</b> Disadvantaged Business Enterprise									
<b>HUB:</b> Historically Under Utilized Business <b>VOSB:</b> Veteran Owned Small Business <b>Section 3:</b> 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 second City business day after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

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. 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 three (3) county 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 parts of Denton, Parker, Wise, and Tarrant, Dallas, and Johnson counties.

Certification means those firms, located within the Marketplace, that have been determined to be a bona-fide minority 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-BEs, including owner-operated, but will only receive credit for the fees and commissions earned by the BE as outlined in the lease agreement. **Note: For DBE Goals, 60% of the services count towards the goal. Please see below.**

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 Offeror is responsible to identify the amounts to be used toward the committed DBE goal.



## Business Equity Utilization Form

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

Certified Business Equity Prime/Offeror 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/Offeror 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.

NAMES AND ADDRESSES OF CONTRACTORS/SUPPLIERS	TYPE OF SERVICES/SUPPLIES TO BE PROVIDED	Specify Tier	Certification Agency	Gender and Ethnicity:
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> D/FW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> DFW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> DFW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      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 TO BE PROVIDED	Specify Tier	Certification Agency	Gender and Ethnicity:
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> D/FW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> DFW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> DFW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	<b>Type of Service/Supplies:</b>  <b>\$ AMOUNT:</b>		<b>Certified By:</b> DFW MSDC NCTRCA TXDOT            WBCS Other:	Male      Female      Non-Binary African American      Hispanic Asian Caucasian                      Native American



## Business Equity Utilization Form

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

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**



**City of Fort Worth**  
**Business Equity Division Specifications**  
**SPECIAL INSTRUCTIONS FOR OFFERORS**

**APPLICATION OF POLICY**

If the total dollar value of the contract is \$100,000 or more, then a Business Equity contracting goal is applicable. **A Business Equity Firms refers to certified Minority-, and/or Women-, owned Business Enterprises (M/WBE).**

**POLICY STATEMENT**

It is the policy of the City of Fort Worth to ensure the full and equitable participation of Business Equity Firms when applicable, in the procurement of all goods and services. All requirements and regulations stated in the City's current Business Equity Ordinance **No.24534-11-2020** apply to this bid.

**BUSINESS EQUITY GOAL**

The City's **M/WBE** goal on this project is \_\_\_\_\_% of the base bid value of the contract.  
 (If federally funded) The City's **DBE** goal on this project is \_\_\_\_\_% of the base bid value of the contract.

A Business Equity Prime Contractor can count its self-performance services towards meeting the Business Equity Goal for the assigned NAICS commodity codes on their MBE or WBE certification. If the Business Equity Prime Contractor cannot self-perform all of the work, it will be accountable for subcontracting with certified Business Equity firms to meet the overall goal.

**COMPLIANCE TO BID SPECIFICATIONS**

On City contracts \$100,000 or more where a Business Equity Goal is applied, offerors are required to comply with the intent of the City's Business Equity Ordinance by meeting or exceeding the above stated goal through one of the following methods: **1. Business Equity subcontracting participation, or; 2. Commercial useful function services performed by the Business Equity Prime to count towards the goal, or; 3. Combination of Business Equity Prime services and Business Equity subcontracting participation, or; 4. Business Equity Joint Venture participation, or; 5. Good Faith Effort documentation, or; 6. Prime Waiver documentation.**

**SUBMITTAL OF REQUIRED DOCUMENTATION**

**The Utilization Plan shall be due at the time specified in the solicitation.** The applicable documents **must** be received by the Purchasing Division, within the time allocated, in order for the entire bid to be considered responsive to the specifications. The offerer shall deliver the Business Equity documentation in person (or email if designated within project specifications) to the appropriate employee of the Purchasing Division and obtain a date/time receipt. Such receipt shall be evidence that the City received the documentation in the time allocated. **Documents are to be received no later than 2:00 p.m., on the second City business day after the bid opening date, exclusive of the bid opening date. Faxed copies will not be accepted.**

**The Offeror must submit one of the following documentation:**

1. **Utilization Form**, if the goal is met or exceeded,
2. **Good Faith Effort Form and Utilization Form**, including supporting documentation, if participation is less than stated goal, or no Business Equity participation is accomplished,
3. **Prime Contractor Waiver Form**, including supporting documentation, if the Offeror will perform all subcontracting/supplier opportunities,
4. **Joint Venture Form**, if goal is met or exceeded with a Joint Venture.

**These forms can be found on-line at: <https://apps.fortworthtexas.gov/ProjectResources/>.**

**FAILURE TO COMPLY WITH THE CITY'S BUSINESS EQUITY ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS.**

**FAILURE TO SUBMIT THE REQUIRED BUSINESS EQUITY DOCUMENTATION WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE. A SECOND FAILURE WILL RESULT IN THE OFFEROR BEING DISQUALIFIED FOR A PERIOD OF ONE YEAR. THREE FAILURES IN A FIVE YEAR PERIOD WILL RESULT IN A DISQUALIFICATION PERIOD OF THREE YEARS.**

**Any questions, please contact the Business Equity Division at (817) 392-2674.**



## City of Fort Worth Business Equity Division

### Prime Contractor Waiver Form

<b>PRIME/OFFEROR COMPANY NAME:</b>		<b>Check applicable box to describe Prime/ Offeror's Certification</b>	
		<input type="checkbox"/> Business Equity firm	<input type="checkbox"/> Non-Business Equity firm
<b>PROJECT NAME:</b>		<b>BID DATE</b>	
<b>City's Business Equity Goal:</b>	<b>Offeror's Business Equity Project Commitment:</b>	<b>PROJECT NUMBER</b>	
%	%		

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 provide a detailed explanation. 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.**

<b>Will you perform this entire contract without subcontractors?</b>		<b>YES</b>
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.		<b>NO</b>
<b>Will you perform this entire contract without suppliers?</b>		<b>YES</b>
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.		<b>NO</b>

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 Business Equity firms on this contract, the payment thereof and any proposed changes to the original Business Equity firm 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 by the Business Equity firms 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 Prime/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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date





**CITY OF FORT WORTH**  
**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/Project Number: \_\_\_\_\_

**1. Joint venture information:**

Joint Venture Name:			
Joint Venture Address: <i>(If applicable)</i>			
Telephone:	E-mail:		
Fax:			
<b>Identify the firms that comprise the joint venture:</b> <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>			
<b>Business Equity Firm Name:</b>		<b>Non-Business Equity Firm Name:</b>	
Business Firm Contact Name:		Business Firm Contact Name:	
Business Address:		Business Address:	
Telephone:	Fax:	Telephone:	Fax:
E-mail:	E-mail:		
<b>Certification Status:</b>			
<b>Name of Certifying Agency:</b>			

**2. Scope of work performed by the Joint Venture:**

Describe the scope of work of the Business Equity firm:	Describe the scope of work of the non-Business Equity firm:

**3. What is the percentage of Business Equity firm participation on this joint venture counting towards 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 Business Equity 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.

**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 Business Equity Firm:	Name of Non-Business Equity Firm:
Name of Owner:	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	
		Business Equity Firm	Non-Business Equity Firm
PROJECT NAME:		BID DATE	
Business Equity Goal:  %	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 second City business day after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

1.) Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a 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.

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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 Bidder or Contractor 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](mailto:DVIN_BEOffice@fortworthtexas.gov)  
Phone: (817) 392-2674

## BUSINESS EQUITY FIRMS-(M/WBE) UTILIZATION REQUIREMENTS

The City of Fort Worth implemented the Business Equity (BE) Ordinance to reflect the City's availability and disparity study findings. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Business Equity Firms in the procurement of services \$100,000.00 or more. This Request for Proposal consists of a Business Equity goal.

The Business Equity goal is **15%**

The information shall be submitted with the proposal and shall include:

- The company name, address, point of contact, email address, office and fax/telephone numbers of the Business Equity firms;
- A detailed description of the work to be performed or supplied by each Business Equity firm;
- The tier level, i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. (if other than 1<sup>st</sup> tier, the plan must clearly identify the firm name and tier from whom the Business Equity firm will be receiving payment)
- The sub-contract value or percentage of work for each Business Equity firm;
- State the Business Equity percentage level of commitment achieved; and
- Provide the same identification information for all non-Business Equity firms

It is important to note that only Business Equity firms that perform a commercially useful function may count towards the **15%** Business Equity goal.

A Business Equity Prime Contractor can count its self-performance services towards meeting the Business Equity Goal for the assigned NAICS commodity codes on their MBE or WBE certification. If the Business Equity Prime Contractor cannot self-perform all of the work, it will be accountable for subcontracting with certified Business Equity firms to meet the overall goal.

Proposers **must** obtain a request for listing of certified firms from the City of Fort Worth's Business Equity Division at (817) 392-2674 or email [DVIN\\_BEoffice@fortworthtexas.gov](mailto:DVIN_BEoffice@fortworthtexas.gov). This will ensure that Proposers are acknowledging Business Equity firms currently certified by the North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council (D/FW MSDC) and the Women's Business Council Southwest (WBCS) at the time proposals are submitted, in order for the participation to be counted towards the established goal. The firms must be located in the City's six (6) county geographic marketplace that includes the counties of: Tarrant, Dallas, Denton, Johnson, Parker and Wise.

If an Offeror, forms a joint venture with one or more Business Equity firms, the Business Equity joint venture percentage participation will be counted towards the established goal. The appropriate Business Equity Joint Venture form must be submitted for review and approval in order for it to be counted.

If Offeror failed to meet the stated Business Equity goal, in part or in whole, then a detailed explanation must be submitted to demonstrate the Good Faith Efforts made to secure Business Equity participation.



Failure to submit the Business Equity participation information or the detailed explanation of the proposer's Good Faith Efforts to meet or exceed the stated Business Equity goal, may render the proposal non-responsive.

**The Business Equity commitment will be part of the final weighted selection criteria.**



## ADDENDUM

TO: Interested Parties  
FROM: Roger Grantham, Environmental Supervisor  
DATE: February 10, 2021  
RE: Addendum  
City-Wide Commercial and Residential Demolition Services  
Project #: ENV 21-01 : DEMO

As of Wednesday, February 10, 2021, the following clarifications apply;

1. What is the value of the contract for purposes of establishing the Business Equity (MWBE)?

As a basis, please use \$200,000 as the value of work to be performed under the contract and complete the necessary paperwork for MWBE accordingly to meet the established goal for this project. As a reminder, the value is arbitrarily assigned as there is no exact known amount of work to be performed.

2. What is the yearly average for total expenditures for all commercial and residential demolitions across the City?

The average amount spent across the City of Fort Worth on commercial and residential projects has been approximately \$187,500 average over a five (5) year span.

3. Business Equity – MWBE Information

- [Tasha.Kilgore@fortworthtexas.gov](mailto:Tasha.Kilgore@fortworthtexas.gov);
- [Walter.Newman@fortworthtexas.gov](mailto:Walter.Newman@fortworthtexas.gov);
- [Diedre.Cleveland@fortworthtexas.gov](mailto:Diedre.Cleveland@fortworthtexas.gov);
- [DVIN\\_BEoffice@fortworthtexas.gov](mailto:DVIN_BEoffice@fortworthtexas.gov).

4. What is the Business Equity (MWBE) established goal for this project?

A 15% Business Equity Goal has been established.

5. When is the bid package due and where should it be turned in at?

The bid package is due on Thursday, February 18, 2021 at 1:30 PM and it is to be delivered to Purchasing Division, Lower Level City Hall, South End, 200 Texas, Fort Worth, Texas 76102.

Please deliver bid package contents in envelope marked “ (ENV 21-01 : DEMO) **“QUALIFICATIONS DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 on Thursday, February 18, 2021”**. Bid package should be included on one (1) “thumb” or “flash” drive only and submitted in a sealed envelope as marked.