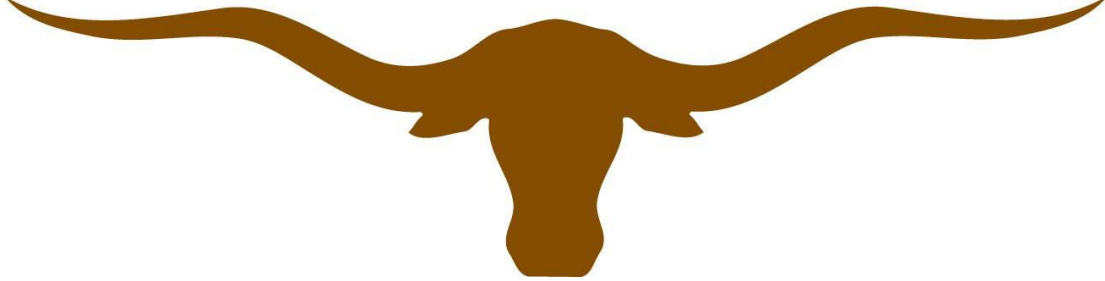


REQUEST FOR PROPOSALS

FORT WORTH®



**CONTRACT FOR ANNUAL
ENVIRONMENTAL LABORATORY ANALYSIS
PROJECT #: ENV 22-06: LAB**

**DUE DATE :
September 29, 2022**

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

Telephone

Email

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1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

The purpose of this Request for Proposals is to obtain information from capable and experienced analytical laboratories as to their professional qualifications and their ability to provide analytical services to the City of Fort Worth, and to obtain firm pricing to meet the needs of the City. Prices submitted for this proposal shall be firm for one (1) year from effective date. The selected laboratory must be accredited by the State of Texas under the National Environmental Laboratory Accreditation Program (NELAP) and will provide analytical laboratory services for the purpose of regulatory compliance and environmental investigations. Refer to section 2.5 for details on the scope of work. There is no guaranteed minimum work under this contract; however a maximum not-to-exceed amount of \$99,000 will be in place. There will be no M/WBE participation goal for this contract.

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

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

1.2 GENERAL REQUIREMENTS

Proposals will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, until **1:30 p.m., Thursday September 29, 2022**.

The project name is the **“ENVIRONMENTAL LABORATORY ANALYSIS; ENV 22-06: LAB.”**

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

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

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

All Providers must comply with:

- Chapter 17, “Human Relations,” Article III, “Discrimination,” Division 3, “Employment Practices,” of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth Department of Business Equity; 25165-10-2021.

Proposal documents, addenda, and specifications may be obtained from the City of Fort Worth Web site at <http://www.fortworthgov.org/purchasing/> in portable document format (PDF), or may be viewed at the Environmental Quality Division office at 908 Monroe Street, 7th Floor, Fort Worth, Texas 76102, during normal business hours. Contact the Project Manager, Roger Grantham, at 817-392-8592 or email Roger.Grantham@fortworthtexas.gov for assistance.

1.3 INTERPRETATION OF THE REQUEST FOR PROPOSAL

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

The City will issue any interpretation of the Proposal Documents as a formal addendum. The City will attempt to email a copy of each addendum to each person receiving a Proposal Package, when those persons have identified themselves to the City. The City will also post addenda on the web site. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Proposal Package. Addenda will be attached to the RFP document, however, the document name at <http://www.fortworthgov.org/purchasing/> will not change, so it is incumbent upon prospective offeror to determine any additions to the RFP.

1.4 CONFLICTS & QUESTIONS

Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence. Questions regarding this Request for Proposal should be directed in writing immediately to:

Roger Grantham, Environmental Supervisor
Environmental Quality Division
City of Fort Worth
200 Texas Street, Fort Worth, TX, 76102-6311
Phone 817-392-8592
Fax 817-392-6359
roger.grantham@fortworthtexas.gov

1.5 HOW TO SUBMIT A PROPOSAL PACKAGE

Each Provider must submit **ONE (1) electronic copy on a "flash" or "thumb" drive** of their Proposal Package to the City. No hardcopies will be accepted.

All items to complete the submittal must be included within the Proposal Package or the entire Proposal Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Proposal Package.

Proposal Packages must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. The Proposal Packages must be received by the Purchasing Division no later than 1:30 p.m. on September 29, 2022.

The project number must be clearly marked on the envelope and the statement "**PROPOSAL DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday September 29, 2022**" placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Work Proposal Required Content and Information

Cover Letter

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

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

Statement of Qualifications

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

- a. A brief description of the contractor's company, including the year the company was established, the type of organization (partnership, corporation, etc.), and a listing of the proposed project personnel, including personnel experiences and resumes for ongoing response personnel. Emphasis should be given to highlighting work completed for comparable municipalities;
- b. A description of the contractor's experience with similar work, including names, current telephone numbers, and e-mail addresses of references for at least three existing and/or past hazardous materials management clientele; and
- c. Copies of all appropriate certification forms and relevant licenses.

Project Understanding and Approach

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

- a. A description of contractor's understanding of the Scope of Services and how contractor will approach work;
- b. A proposed staffing plan/organizational chart indicating anticipated work hours per quarter by classification both on and off-site. This chart should convey how contractor will provide analytical services for water quality, chemicals, solids, and other environmental analyses.

- c. A description of contractor's hiring/screening procedures for the selection of qualified personnel. The contractor should describe the training and certifications required and its laboratory quality assurance and quality control program;
- d. A description of how laboratory operations will be monitored and at what frequency;
- e. A description of the contractor's methodology to ensure accuracy invoicing; and
- f. Any other information that will assist the City in selecting the most qualified contractor.

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

NO FAXED or EMAILED PROPOSALS WILL BE ACCEPTED

1.6 OPENING OF PROPOSAL

The Document entitled "Proposal Summary" in each Proposal Package submitted will be opened and read aloud at 2:00 p.m. on Thursday, September 22, 2022 in the Fort Worth City Council Chambers, identifying only the name of the firm who submitted the Proposal Package. The Proposal Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All Proposal Packages will be open for public inspection after the contract is awarded.

However, information in the Proposal Packages subject to the trade secrets exception of the Public Information Act under §552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code, will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

1.7 PROPOSAL EVALUATION CRITERIA

The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and the Proposal.

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

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. Performance on EPA Proficiency Tests	10
2. Experience in Laboratory Services	
a. Organizational experience	15
b. Proposed staff members' technical experience	15
c. References	15
3. Detection Limits	5
4. QA/QC Procedures	5
5. Cost	25
6. Quality of Subcontractors	5
7. Financial History	5
	Total 100

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

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

1.8 CONTRACT TERM

This contract shall commence on November 23, 2022 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 agreed upon in writing by both parties.

1.9 NEGOTIATION OF THE CONTRACT

After selecting the most highly qualified Provider, the City will then attempt to negotiate with the Provider a contract. If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the City shall formally end negotiations with the Provider, select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Proposal based on a new scope of work. The fees under the contract must be consistent with industry standard and may not exceed any maximum provided by law.

The City will negotiate with the successful Provider any final changes to the contract and any exceptions

identified in the Proposal Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to the successful Provider.

1.10 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.

1.12 RESERVATIONS

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

The undersigned assures that its employees and applicants for employment and those of any labor organization, subcontractors or employment agency in either furnishing or referring employee applicants to the undersigned are not discriminated against as prohibited by the terms of City Ordinance 7278 as amended by City Ordinance 7400 (Fort Worth City Code Section 13A-21 through 13A-29).

1.13 VENDOR COMPLIANCE TO STATE LAW

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

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

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

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

Bidder:

Company Name

By: (Please Print)

Signature

Title (Please Print)

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

2.0 PROPOSAL DOCUMENTS

2.1 PROPOSAL DOCUMENT CHECKLIST

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

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

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

Name _____
Title _____
Company _____

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Check if applicable _____

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

__ Addendum Number 1 _____
(Date received)

__ Addendum Number 2 _____
(Date received)

__ Addendum Number 3 _____
(Date received)

__ Addendum Number 4 _____
(Date received)

Check if applicable _____

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE)

Business Equity Departmental Provisions:

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

There will be no Business Equity Departmental goal on this project.

The undersigned acknowledges the City's BE 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)

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2.4 PROPOSAL SUMMARY / SCOPE OF WORK

Proposals are being accepted by the City of Fort Worth (City) for the furnishing of all labor, materials, and equipment necessary for performing laboratory analysis of air, soil, water, sludge, sediment, tissue, and various other types of samples collected from various projects and inspections by and for the City.

Samples will be collected by City personnel or their designated representatives. The laboratory will provide all sample containers, preservatives, chain of custody and seals, and returnable shipping containers, in addition to providing pick-up and delivery services for the containers/samples. All handling instructions and chain-of-custody protocols shall be in accordance with all Federal and State regulatory requirements for laboratory methods and quality assurance. Disposal of samples shall be the responsibility of the laboratory and shall be in accordance with all Federal and State regulatory requirements.

Laboratory firms should propose a cost for each type of sample and each type of procedure specified and if necessary, identify an alternate procedure or supporting laboratory.

- Analytical results requested at a Standard Turn-Around-Time (TAT) must be returned to the city within 14 calendar days after receipt of sample(s).
- Analytical results requested at a Rush TAT must be returned to the city within three (3) calendar days after receipt of sample(s).
- Analytical results requested at an Emergency TAT must be returned to the city within twenty-four (24) hours after receipt of sample(s).

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. The analysis and reporting of data will be done in a manner following the Texas Commission on Environmental Quality RG-366/TRRP-13, Review and Reporting of COC Concentration Data Under TRRP Guidance document, including the Laboratory Review Checklist (LRC).

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

A. Document Control

Critical documents that the laboratory will be responsible for providing in whole or in part associated with this contract shall include:

- a) Narrative explanation of level of analytical data review used by the laboratory and resulting data qualifiers, indicating direction of bias based on the assessment of QC samples (e.g., blanks, field and laboratory spikes).
- b) Results for each analyte and sample qualified for analytical limitations.
- c) Sample quantitation limits (SQLs) and detection limits for undetected analytes, with an explanation of the detection limits reported and any qualifications.
- d) Instrument printouts and logbooks, spectra, and raw data.
- e) Full descriptions of all deviations from analytical SOPs, the sampling and analysis plan (SAP), and the QAPP.
- f) Chain-of-custody forms.
- g) Laboratory custody records.

B. NELAP/NVLAP Accreditation

Laboratory (including subcontractors) must currently be NELAP (National Environmental Laboratory Accreditation Program) accredited under the Texas Laboratory Accreditation Program for the CWA and RCRA fields of testing and for the common methods used for BTEX/MTBE, VOC, SVOC, and RCRA 8 Metals, at a minimum.

Laboratory (including subcontractors) also must currently be NVLAP (National Voluntary Laboratory Accreditation Program) accredited under the National Institute of Standards and Technology (NIST). Accreditation requirements are established in accordance with the U.S. Code of Federal Regulations (CFR, Title 15, Part 285), NVLAP Procedures and General Requirements, and encompass the requirements of ISO/IEC 17025:2005. Scope of accreditation must be maintained throughout the duration of the contract for the prime contractor and any subcontractors. Laboratories not meeting the above criteria will be considered non-compliant and will be grounds for rejection of the proposal. In addition to the above, analyses of bulk samples for the presence of asbestiform-variety minerals (i.e. chrysotile, amosite, tremolite, actinolite, anthophyllite, crocidolite) collected from various projects and inspections by and for the City.

C. Laboratory Quality Assurance and Quality Control

The laboratory must have defined QA protocols, and have an overall Quality Assurance Plan including standard operation procedures (SOPs) and analytical methods, internal QA/QC procedures and logs, and data review procedures. The laboratory shall be required to handle samples and follow chain-of-custody protocols that are in accordance with all federal and state regulatory requirements for laboratory quality assurance. All samples shall be analyzed using EPA Standard Methods, or TCEQ approved methods and technology.

When identified on the Chain of Custody, all laboratory records related to environmental site assessments performed pursuant to the City of Fort Worth Brownfields Economic Redevelopment Program shall have the EPA assigned QTRAK number placed on them.

Quality Assurance Project Plans (QAPP) will be developed by the City of Fort Worth in conjunction with the laboratory on all Brownfields Site Assessments and will require the laboratory to identify the lab equipment and/or systems requiring periodic maintenance and explain:

- a) How periodic preventive and corrective maintenance of equipment shall be performed to ensure availability and satisfactory performance.
- b) How the availability of critical spare parts, identified in the manufacturer's operation instructions, will be assured and maintained.
- c) Corrective actions for calibration check samples that exceed the control limits, drift in the calibration curve, or if a reagent blank indicates contamination.
- d) The QAPP will also require the laboratory to identify all lab tools, gauges, instruments and other equipment used for data collection activities that must be calibrated to maintain performance within specified limits:
- e) Calibration procedures to be conducted using certified equipment and/or standards with known relationships to recognized performance standards.
- f) Procedures on the maintenance of records of calibration.
- g) Acknowledgement of Receipt of Addenda to the RFP.

D. 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 RFP, 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 analytical laboratory services as specified. The undersigned further attests and certifies that:

- a) Corporate laboratory equipment and personnel are capable of performing each type of procedure listed in Section **2.8 Costs, Table 1 and 2**, either at the proposer's facility 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. Proposer agrees that proposer, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of such Ordinance, and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by proposer, its employees, officers, agents, contractor or subcontractors herein.

2.5 PROVIDER'S EXPERIENCE IN LABORATORY SERVICES

A. Business Qualifications and Experience

Providers must submit an up-to-date, concise statement of qualifications.

- a) Document provider's experience managing and performing laboratory analyses.
- b) Provide listing of major equipment owned and operated by the provider including analysis capability and age of the equipment. In short, a ready reference of in-house capabilities for analysis.
- c) Describe any web-based customer service system that may be available to view, download data (include exporting format capabilities), and manage City projects.

B. Personnel Qualifications and Experience

Providers must include in the proposal credentials of the key laboratory personnel responsible for analytical services. These credentials must include but may not be limited to the following: degrees and other pertinent training information, experience in the analytical field (total years experience and years experience with provider), and familiarity with the methods listed in Section **2.8, Costs, Table 1 and 2**. Identify key persons by name and title and describe the primary work assigned as associated with this contract. At a minimum, résumés for the Project Manager and Quality Assurance Manager associated with the project must be included with the submittal.

C. 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.

2.6 ACCREDITATIONS AND DEMONSTRATION OF PERFORMANCE

Provider shall submit proof of current NELAP Accreditation for the analyses specified in Table 1 if accreditation is offered for those parameters by the State of Texas. Laboratory must submit with the proposal copies of the following documents:

1. Most recent NELAP assessment report
2. Corrective Action Report for most recent NELAP assessment report
3. Two most recent Proficiency Testing study results for both water and solid matrix

Provider shall submit proof of current NVLAP Accreditation for the analyses specified in Table 2. Laboratory must submit with the proposal copies of the following documents, if applicable:

1. Most recent NVLAP assessment report
2. Corrective Action Report for most recent NVLAP assessment report
3. Texas Department of State Health Services current licensed asbestos laboratory
4. Participates in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing (PAT) programs

2.7 QUALITY ASSURANCE/QUALITY CONTROL AND DOCUMENTATION

Each Provider shall submit a single copy of the following documents for review (each may be submitted in electronic format on "thumb" drive):

1. Quality Assurance/Quality Control (QA/QC) Manual
2. Sample Invoice
3. Representative example of a complete analytical report (TRRP-13 format)
4. Sample Chain of Custody
5. Sample Laboratory Data Review Package (Laboratory Review Checklist)
6. MDL study for PAH and RCRA 8 Metals for water and soil to demonstrate laboratory's ability to report detection down to the lowest TRRP Residential Protective Concentration Level (PCL)

2.8 COSTS

Laboratories shall provide a cost per test for each type of analysis included in Tables 1 and 2 below.

- Place a "D" in the Digestion/Filtration column next to each analysis for which a digestion or extraction charge will apply and indicate the digestion cost in Item 63 (Item 118 for biological tissue).
- Place an "F" in the Digestion/Filtration column next to each analysis for which an aqueous sample filtration will apply and indicate the filtration cost in Item 109.
- If these notations are not provided it will be assumed the charges are included in the line item costs or are not required and will not be charged.

If the laboratory uses an alternate test method, type the method used in the Test and Method column.

All TCLP/SPLP extraction charges must be included in the TCLP/SPLP line items.

Laboratory will provide pickup and delivery service and all sample containers, preservatives, and shipping containers at no additional charge to the City.

**Additionally, the laboratory shall attach their Standard Price List at the end of this section along with any applicable discount rate (percentage off standard) that applies to City of Fort Worth projects.*

Table 1

Item Number	Test and Method	Digestion / Filtration	Unit Price		
			7 day	3 day	24 Hour
Petroleum					
1	BTEX (EPA 8021B)				
2	BTEX (EPA 8260)				
3	BTEX & MTBE (EPA 8021B)				
4	BTEX & MTBE (EPA 8260)				
5	Ethylene Glycol				
6	MTBE (8021B)				
7	MTBE (8260)				
8	TPH (TX 1005)				
9	TPH (TX 1006)				
10	TPH (EPA 8015 DRO/GRO)				
11	PAH (EPA 8310)				
12	PAH (EPA 8270)				
13	TCLP/SPLP PAH				
14	Oil & Grease (EPA1664)				
15	PCBs in oil (EPA 8082)				
16	PCBs in soil/water (EPA 8082)				
17	TCLP/SPLP Benzene (EPA 1311/1312/8020)				
18	TCLP/SPLP Benzene (EPA 1311/1312/8260)				
Organics					
19	Pesticides, Chlorinated (EPA 8081)				
20	TCLP/SPLP Pesticides (EPA 1311/1312/8081)				
21	Pesticides, Organophosphorus (EPA 8141)				
22	Herbicides (EPA 8151)				
23	Volatiles, VOCs (EPA 8260B)				
24	TCLP/SPLP VOCs (EPA 1311/1312/8260B)				
25	Semi Volatiles, SVOCs (EPA 8270)				
26	TCLP/SPLP SVOCs EPA (1311/1312/8270)				

Item Number	Test and Method	Digestion / Filtration	Unit Price		
			7 day	3 day	24 Hour
27	TCLP/SPLP Full (pesticides, herbicides, VOC, SVOC, & Metals)				
28	Acid Extractable (EPA 625/8270C)				
29	Base/Neutral Extractable (EPA 625/8270C)				
Metals (specify 6010 or 6020-if both available, provide cost of each, if different)					
30	TCLP/SPLP 8 RCRA Metals (EPA 1311/1312/6010B/6020)				
31	TCLP/SPLP 13 PP Metals (EPA 1311/1312/6010B/6020)				
32	TCLP/SPLP, one metal (EPA 1311/1312/6010B/6020)				
33	Total 8 RCRA Metals (EPA 6010B/6020)				
34	Total 13 PP Metals (EPA6010/ 6020)				
35	Aluminum (EPA 6010/6020)				
36	Antimony (EPA 6010/6020)				
37	Arsenic (EPA 6010/6020)				
38	Barium (EPA 6010/6020)				
39	Beryllium ((EPA 6010/6020)				
40	Boron (EPA 6010/6020)				
41	Cadmium (EPA 6010/6020)				
42	Calcium (EPA 6010/6020)				
43	Chromium (EPA 6010/6020)				
44	Chromium VI (EPA 6010/6020)				
45	Cobalt (EPA 6010/6020)				
46	Copper (EPA 6010/6020)				
47	Iron (EPA 6010/6020)				
48	Lead (EPA 6010/6020)				
49	Magnesium (EPA 6010/6020)				
50	Manganese (EPA 6010/6020)				
51	Mercury (EPA 7470/7471)				
52	Molybdenum (EPA 6010/6020)				
53	Nickel (EPA 6010/6020)				
54	Potassium (EPA 6010/6020)				
55	Selenium (EPA 6010/6020)				
56	Silver (EPA 6010/6020)				
57	Sodium (EPA 6010/6020)				
58	Thallium (EPA 6010/6020)				
59	Tin (EPA 6010/6020)				
60	Titanium (EPA 6010/6020)				
61	Vanadium (EPA 6010/6020)				

Item Number	Test and Method	Digestion / Filtration	Unit Price		
			7 day	3 day	24 Hour
62	Zinc (EPA 6010/6020)				
63	Metal Digestion per required digestion (EPA 3010, 1050)				
Hazardous Waste					
64	TOX (SW 846: 9020B or 9022)				
65	RCI (SW846 Various Methods)				
66	Corrosive, Steel (EPA 1110)				
67	Corrosive, pH (EPA 9045)				
68	Reactivity, Cyanide (EPA 9010)				
69	Reactivity, Sulfide (EPA 9030)				
70	pH (EPA 9040B)				
71	Ignitability (Flash Point) by SW 1010				
72	Paint Filter (EPA 9095)				
73	BTU				
Drinking/Waste Water/Surface Water (specify 200.7 or 200.8-if both available, provide cost of each, if different)					
74	Total Organic Carbon (EPA 413.1)				
75	Alkalinity, Total (EPA 305.1)				
76	BOD (EPA 405 / Std Meth 5210B)				
77	Chloride (EPA 300.0 or Std Method 4500CIB)				
78	COD (EPA 410.4)				
79	Corrosivity, pH (EPA 150.1)				
80	Carbaryl (EPA 531.1/553/632)				
81	Diazinon (EPA 1657)				
82	E coli, MPN				
83	Fecal Coliform (Std Method 9221 E)				
84	Fecal Streptococcus (Std Method 9230 C)				
85	Hardness, Total as CaCO3 (Std Method 2340 B or C)				
86	Nitrogen, Ammonia (EPA 350.2)				
87	Nitrogen, Nitrate + Nitrite (EPA 353.3)				
88	Nitrogen, Total Kjeldahl (EPA 351.3)				
89	Nitrogen, Total (EPA 300)				
90	Phosphorus, Total (EPA 365.3)				
91	Phosphorus, Dissolved (EPA 365.2)				
92	Solids, Total Dissolved - TDS (EPA 160.1)				
93	Solids, Total Suspended - TSS (EPA 160.2)				
94	Solids, Total (EPA 160.3)				
95	Sulfate (EPA 375.2 or 300.0)				

Item Number	Test and Method	Digestion / Filtration	Unit Price		
			7 day	3 day	24 Hour
96	Trihalomethanes, Total (EPA 501)				
97	Turbidity (EPA 180.1)				
98	Aluminum (EPA 200.7/200.8)				
99	Arsenic (EPA 200.7/200.8)				
100	Cadmium (EPA 200.7/200.8)				
101	Chromium (EPA 200.7/200.8)				
102	Copper (EPA 200.7/200.8)				
103	Iron (EPA 200.7/200.8)				
104	Lead (EPA 200.7/200.8)				
105	Manganese (EPA 200.7/200.8)				
106	Mercury (EPA 245.1)				
107	Silver (EPA 200.7/200.8)				
108	Zinc (EPA 200.7/200.8)				
109	Filtration, Aqueous Sample				
Biological Tissue					
110	Total 8 RCRA Metals (EPA 6010C/7471)				
111	Chlorinated Pesticides (EPA 8081B)				
112	PCB Aroclors (EPA 8082)				
113	PCB Congeners (EPA 1668A)				
114	Volatiles, VOCs (EPA 8260)				
115	Semi Volatiles, SVOCs (EPA 8270)				
116	% Lipid				
117	Sample homogenate preparation charge				
118	Other sample digestion/extraction charge				

Table 2

Item Number	Test and Method	Unit Price			
		7 day	3 day	24 Hour	
Asbestos Analyses					
1	PLM/DS (Polarized Light Microscopy/Dispersion Staining) EPA Method 600 / R-93 / 116				
2	PLM - Insulation EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples				
3	PLM Point Count 200 EPA Method 600 / R-93 / 116				
4	PLM Point Count 400 EPA Method 600 / R-93 / 116				
5	PLM Point Count 1000 EPA Method 600 / R-93 / 116				
6	PCM (Phase Contrast Microscopy) NIOSH 7400				
7	TEM- Bulk EPA Method 600 / R-93 / 116				
8	TEM - Gravimetric Chatfield or NY ELAP Method 198.4 (TEM with Gravimetric Prep)				
9	TEM – DUST ASTM – 5755 (Micro Vac)				
10	TEM – DUST ASTM – 6480 (Wipe)				

2.9 LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the Proposal Documents to permit the City of Fort Worth to more fully evaluate the submittal’s quality prior to awarding the contract.

For each subcontractor to be used for services under this contract (including any branch locations of the prime contractor if anticipated to be utilized), provide the information requested in the table below and include the following information with the proposal:

- a) Subcontractor experience and qualifications (as detailed in Section 2.5 of the RFP) pertinent to the services to be provided under the contract.
- b) Proof of current NELAP Accreditation for the analyses to be performed by the subcontractor

Subcontractor’s Name	Subcontractor’s Address	Subcontractor’s Telephone No.	Subcontractor’s Email	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

2.10 INSURANCE

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

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

Insurance coverage and limits:

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

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

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

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

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

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

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

insurance or other policy(s).

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

- **NOT APPLICABLE FOR THIS PROJECT**

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

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

2.11 PROVIDER'S LICENSES & CERTIFICATES

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

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

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

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

Provider shall complete a **staff matrix** including the following information detailing the provider's key personnel, their qualifications, and years of experience for staff that will be providing services associated with this Solicitation.

Provider shall provide at least **four (4) project references** similar in scope and size to that of this Solicitation. Each project reference shall include the following information:

- Company's Name
- Name and Title of Contact/Project
- Email, Phone, and Address of Contact
- Contract/Project Value
- Brief Description of Service Provided

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

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

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

2.12 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

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

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

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

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

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

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

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

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

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

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

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Certification of Provider's Legal and Compliance History

Complete ONE of the Following Certifications:

Certification of Legal Action Report

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

Certification of NO Legal Action

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

2.13 PREVAILING WAGE RATE

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

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

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

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

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

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

CONTRACTOR:

Company Name

Address

City, State, Zip

BY: _____
(print or type name of signatory)

(Signature)

Title (print or type)

2.14 WORKER'S COMPENSATION COMPLIANCE

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

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

"ENVIRONMENTAL LABORATORY ANALYSIS; ENV 22-06: LAB."

Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

_____ By: _____
 Company
 (Please Print)

_____ Signature: _____
 Address

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017

Notary Public in and for the State of Texas