

REQUEST FOR PROPOSALS



ANNUAL CONTRACT FOR
PETROLEUM STORAGE TANK
TESTING AND RELATED
COMPLIANCE SERVICES

PROJECT: ENV 24-04: PST

DUE DATE: FEBRUARY 1, 2024

Submitted by:

Company Name

(print or type name of signatory)

Mailing Address

(signature)

City, State, Zip

Title

Telephone

Email



- **PROPOSAL ISSUE DATE:**
December 28, 2023
- **PROPOSAL ADVERTISEMENT DATES: STAR-TELEGRAM**
December 31, 2023
January 7, 2024
- **PRE-PROPOSAL CONFERENCE TIME, DATE, VIRTUAL LOCATION/INSTRUCTIONS**
January 11, 2024 @ 10.00A.M.
- **PROPOSAL DUE PRIOR TO:**
February 1, 2024 at 1:30 P.M.

Send Questions to:

Roger Grantham
Environmental Supervisor, Land Quality Division of Environmental Services Department

EMAIL: roger.grantham@fortworthtexas.gov

SOLICITATION/PROJECT NO: ENV 24-04: PST

HAND DELIVER ELECTRONIC COPIES TO:

City of Fort Worth Purchasing
Division, 200 Texas Street
Fort Worth, Texas 76102
1:30 P.M.

FORMAT: One original (1) electronic in PDF Format on USB.

Proposals will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;

Names of responsive firms will be opened publicly and read aloud at 2:00 PM Central Time in the City Council Chambers.

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1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Proposals are being accepted by the City of Fort Worth (City) to obtain information from capable and experienced firms as to their qualifications and their ability to provide the required services to the City of Fort Worth and to obtain firm pricing to meet the needs of the City. The selected contractor will provide petroleum storage tank testing for the purpose of regulatory compliance and may occasionally be required to perform maintenance or repair services to underground storage tanks or piping. Refer to Section 2.3 for details on the scope of work. There is no guaranteed minimum work under this contract.

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

1.2 GENERAL REQUIREMENTS

Proposals (electronic copy on flash or thumb-drive) will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, until **1:30 p.m. Thursday, February 1, 2024** and will be opened and the proposer's name will publicly read aloud approximately thirty minutes later in the Council Chambers.

The project name is **ENV 24-04: PST**

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 **one-hundred and twenty (120) calendar days**.

The Proposal Documents submitted in accordance with this Request for Proposal shall remain valid for one-hundred and twenty (120) days after the due date.

All Providers must comply with:

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

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

To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email **Expressions of Interest** in this procurement to Mr. Roger Grantham. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>

1.3 PRE-PROPOSAL MEETING AND REGISTRATION OF INTENT

A pre-proposal meeting will be scheduled for:

Date: Thursday, January 11, 2024

Time: 10:00 a.m.

The pre-proposal conference will be available via web conference through Microsoft Teams. The web conference hyperlink is:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 238 369 402 98

Passcode: HzckRA

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

The purpose of the meeting is to allow potential proposers to ask questions and request clarifications. The meeting is not mandatory, but is recommended.

1.4 INTERPRETATION OF RFP DOCUMENTS

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

Requests for interpretation of installation and construction activities must be submitted to:

Mr. Roger Grantham, Supervisor
Environmental Services Department

roger.grantham@fortworthtexas.gov

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

1.5 CONFLICTS

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

1.6 HOW TO SUBMIT A BID

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

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

The project number must be clearly marked on the envelope and the statement **“BID DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, February 1, 2024”** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Bids must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. **Bids must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, , February 1, 2024.**

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

NO FAXED OR PAPER BIDS WILL BE ACCEPTED

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 120 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 five existing and/or past clientele; and
- c. Copies of all appropriate certification forms and relevant licenses.
- d. Organizational Chart

Project Understanding and Approach

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

- a. A description of contractor's understanding of the Scope of Services and how contractor will approach work;
- b. A proposed staffing plan/organizational chart;

- c. Any other information that will assist the City in selecting the most qualified contractor.

1.7 SECURITY – NOT APPLICABLE FOR THIS SUBMITTAL

1.8 OPENING OF BIDS

The firm name for each proposal submitted will be read aloud at 2:00 p.m. on Thursday, **February 1, 2024** in the Fort Worth City Council Chambers. All Proposals will be open for public inspection after project award, as provided by paragraph 1.9 below.

The Proposal Documents submitted in accordance with this RFP shall remain valid for **one-hundred and twenty (120) calendar days** after the due date.

1.9 TRADE SECRETS AND CONFIDENTIAL INFORMATION

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

1.10 PROPOSAL EVALUATION CRITERIA

The City will not reimburse proposers for any expenses incurred in preparing and submitting a proposal, or for attendance at any interviews or meetings. If you should have questions regarding the RFP, please put them in writing by Thursday, **January 25, 2024** and email to:

Roger.grantham@fortworthtexas.gov

Staff will respond directly to questions in writing but will issue, as quickly as possible, written addenda restating the question and providing the answer which will also be posted on the City's website. Other updates will also be posted on the website at **www.fortworthtexas.gov**. We suggest you check the website regularly for any addenda.

The City reserves the right to reject any or all submittals to this RFP if they do not meet the criteria and specifications outlined in this document or do not meet the best interests of the City.

Following receipt of the proposals, the Evaluation Committee members will review and score the submittals to determine which firm(s) are considered to be "responsive and qualified" to perform the

solicited professional services.

If the Evaluation Committee finds more than one proposal to be satisfactory, an interview may be scheduled with the short-listed respondent(s).

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

- a) Unit cost; this evaluation factor will be evaluated based on information provided in Sections 2.5 and 2.6;
- b) reputation of the proposer and of the proposer's goods /services; this evaluation factor will be evaluated based on information provided in Sections 2.5 and 2.6;
- c) quality of the proposer's goods or services;
- d) extent to which the goods or services meet the City's needs; this evaluation factor will be evaluated based on information provided in Sections 2.5 and 2.6;
- e) proposer's past relationship with the City;
- f) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- g) project schedule and timeline (logistics); and
- h) total long-term cost to the City to acquire the bidder's goods or services.

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

Factor	Points
1. Price	35
2. Contractor's Capabilities, Qualifications, Experience	30
3. Personnel's Capabilities, Qualifications, Experience	20
4. Subcontractor's Qualifications	15
TOTAL	100

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

City Evaluation Process

- An Evaluation Committee consisting of representatives from various CITY departments and CITY consultants may be appointed to review and evaluate RFP responses in accordance with this RFP. CITY reserves the right at its sole discretion to include additional representatives from other CITY departments and or other contractors.
- CITY reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate and/or decelerate the evaluation process by combining, eliminating or expanding phases as it is deemed in the public interest to do so.
- The Evaluation Committee will review PROPOSER's references and criteria and may select PROPOSER candidates for onsite interviews.
- RFP responses that deviate substantially from the requirements of the RFP will be rejected.
- The CITY reserves the right to reject any or all proposals.
- Contract award will be by section or overall total whichever the CITY determines to be in the CITY's best interest.
- The CITY anticipates selecting PROPOSER that will be recommended to the CITY Council for award of a contract to provide the requested services to the CITY.

1.11 CONTRACT TIME

The successful Contractor will be awarded a standard annual contract with up to four (4) annual renewals.

1.12 NEGOTIATION OF THE CONTRACT

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

1.13 AWARD OF THE CONTRACT

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

1.14 TAX EXEMPTION

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

1.15 RESERVATIONS

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

1.16 VENDOR COMPLIANCE TO STATE LAW

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

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

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

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

Bidder:

Company Name

By: (Please Print)

Signature

Title (Please Print)

The failure of out of state or non-resident bidders to complete the forms may disqualify that bidder.

Resident bidders must check the box in Section B.

1.17 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

PROVIDER:

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

_____ _____
Address (Signature)

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

1.18 SUBCONTRACTORS

PROPOSERS may include subcontractors for any part of services offered. CITY reserves the right at its sole discretion to accept or reject any proposal that includes subcontractors. Upon award of a contract, CITY reserves the right to pre-approve use of any and all subcontractors.

1.19 BEST AND FINAL OFFER

The CITY at its sole discretion may elect to have PROPOSERS submitting proposals deemed most advantageous to the CITY may be requested to prepare a Best and Final Offer for consideration by the Evaluation Committee. Contract negotiations will then be based on submitted Best and Final Offers.

1.20 ERRORS AND OMISSIONS

The PROPOSER shall not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the PROPOSER shall promptly notify the CITY's Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

1.21 ASSIGNMENT

The PROPOSERS shall not assign its rights or duties under an award without the prior written consent of the CITY. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

1.22 TERMINATION

If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the CITY or Contractor with a thirty (30) day written notice prior to cancellation. In the event of termination, the CITY reserves the right to award a contract to next lowest and best PROPOSER as it deems to be in the best interest of the CITY.

Further, the CITY may cancel this contract without expense to the CITY in the event that funds have not been appropriated for expenditures under this contract. The CITY will return any delivered but unpaid goods in normal condition to the PROPOSER or pay for the goods, at the CITY's sole direction.

1.23 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the CITY has reason to question the PROPOSER's intent to perform, the CITY may demand that the PROPOSER(s) give written assurance of PROPOSER's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the CITY may treat this failure as an anticipatory repudiation of the contract.

1.24 CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the CITY's Environmental Services Department and signed by both parties. Change orders must be approved by CITY Council if dollar amount is over \$50,000.00.

1.25 VENUE

The agreement(s) will be governed and construed according to the laws of the State of Texas. The agreement(s) is (are) performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

1.26 CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

1.27 INSURANCE

For the duration of a contract resulting from this RFP, PROPOSER shall carry insurance in the types and amounts as specified in this RFP. Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this bid solicitation.

1.28 CONTRACT CONSTRAINTS AND CONDITIONS

All services shall be provided in accordance with applicable requirements and ordinances of the CITY, laws of the State of Texas, and applicable federal laws.

A fully executed contract shall be comprised of the following documents:

- I. Vendor Services Agreement
- II. This Request for Proposals, including all Attachments
- III. The Successful PROPOSERs written Proposal

1.29 INVOLVEMENT OF BUSINESS EQUITY DIVISION - NOT APPLICABLE

1.30 CONTRACTOR’S RESPONSIBILITIES

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

1.31 COOPERATIVE PURCHASING

Should other governmental entities decide to participate in this Contract, PROPOSERS shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.

PROPOSER OFFERS THE RESULTING CONTRACT FOR USAGE FOR OTHER GOVERNMENTAL ENTITIES.

AGREES TO ALLOW **DOES NOT AGREE TO ALLOW**

If the successful PROPOSER agrees to extend the resulting Contract to other governmental entities, the following will apply: Governmental entities within utilizing Contracts with the CITY of Fort Worth will be eligible, but not obligated, to purchase material/services under this Contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the CITY of Fort Worth will be billed directly to that governmental entity and paid by that governmental entity. The CITY of Fort Worth will not be responsible for another governmental entity’s debts. Each governmental entity will order its own material/services as needed.

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1.32 BILLING FOR SERVICES: PAYMENT

PROPOSER shall bill for services based on the Proposed Service Fees and Charges Schedule for actual services performed.

All payment terms shall be “Net 30 Days” unless specified in the proposal.

Progress billings are acceptable with Project Manager approval.

Service PROPOSER shall invoice no more frequently than monthly for services provided by sending all invoices electronically to our centralized Accounts Payable department invoice email address: supplierinvoicing@fortworthtexas.gov. Please note, this email address is not monitored so please do not send correspondence to this email address. The sole purpose of the supplier invoices email address is to electronically receive supplier invoices.

Please include the following on the subject line of your e-mail: vendor name, invoice number, and PO number, separated by an underscore (ex: Example, Inc._123456_FW013-0000001234)

To ensure the system can successfully process your invoice in an expedient manner, please adhere to the following requirements:

- All invoices must be either a PDF or TIFF format.
- Image quality must be at least 300 DPI (dots per inch).
- Invoices must be sent as an attachment (i.e. no invoice in the body of the email).
- One invoice per attachment (includes PDFs). Multiple attachments per email is acceptable but each invoice must be a separate attachment.
- Note: All backup documentation to an invoice must be included in the same attachment as the actual invoice. Example: The invoice should be the page 1 and the backup documentation would be pages 2-10 in the same attachment. Do not send the backup documentation to an invoice as a separate attachment.
- Please do not send handwritten invoices or invoices that contain handwritten notes.
- Dot matrix invoice format is not accepted.
- The invoice must contain the following information:
 - Supplier Name and Address;
 - Remit to Supplier Name and Address, if different;
 - Applicable City Department business unit# (i.e. FW013)
 - Complete City of Fort Worth PO number (i.e. the PO number must contain all preceding zeros);
 - Invoice number;
 - Invoice date; and
- Invoices should be submitted after delivery of the goods or services.

******To prevent invoice processing delays, please do not send invoices by mail and email and please do not send the same invoice more than once by email to supplierinvoices@fortworthtexas.gov******

To check on the status of an invoice, please contact the City Department ordering the goods/services or the Central Accounts Payable Department by email at: [ZZ FIN AccountsPayable@fortworthtexas.gov](mailto:ZZ_FIN_AccountsPayable@fortworthtexas.gov).

Successful PROPOSERS are encouraged to register for direct deposit Payments prior to providing goods and/or services using the forms posted on the CITY website at <http://www.fortworthtexas.gov/purchasing>.

1.33 CERTIFICATE OF INTERESTED PARTIES

The successful PROPOSER is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation before the purchase/contact will be presented to the CITY Council. The form may be completed at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.34 CHANGE IN COMPANY NAME OR OWNERSHIP

The Vendor shall notify the CITY's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments

1.35 PROPOSAL REQUIREMENTS/FORMAT

Proposals should adequately address all evaluation factors listed in Section 1.10 and include the following list of required items that will be used as part of the evaluation. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. PROPOSER shall utilize the format below to submit their proposal.

PROPOSER'S proposal submission must include the following information, failure to provide all the information will deem the bid non-responsive:

- A completed and signed original RFP Cover Sheet. The primary contact should be identified, together with both telephone and email contact information. The cover letter will not be included in the page count.
- Provide Firm's background, capabilities and experience of the project team members of the Firm who will actually be performing services described in this RFP. Outline high-level structure, history and ownership of the organization.
- Five (5) letters of reference, similar to the scope of services requested in this RFP.
- Organization chart with contact information for key personnel;
- Conflict of Interest Questionnaire, Attachment A;
- Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced. If there are no exceptions, the Firm must expressly state that no exceptions are taken.
- Any addendums sent out after the release of the bid. Should there be any, the signed addendums will not be included in the page count.
- Scanned copy of all documents listed in Section 1.35 in a USB flash drive. Please note, only the items on the USB will be evaluated, therefore, all documents must be uploaded to the USB.

2.0 PROPOSAL DOCUMENTS

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

2.1 PROPOSAL DOCUMENT CHECKLIST

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

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

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

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Check if applicable _____

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

___ Addendum Number 1 _____
(Date received)

___ Addendum Number 2 _____
(Date received)

___ Addendum Number 3 _____
(Date received)

___ Addendum Number 4 _____
(Date received)

Check if applicable _____

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

2.3 Business Equity Ordinance 25165-10-2021

Business Equity Division Provisions:

NOT APPLICABLE FOR THIS CONTRACT

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

PROVIDER:

_____ BY: _____

Company Name (print or type name of signatory)

Address (Signature)

City, State, Zip Title (print or type)

Remainder of Page Intentionally Left Blank

2.4 PROPOSAL SUMMARY

TO THE CITY OF FORT WORTH:

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and removal of any by-products or other items or services necessary to perform the required testing of petroleum storage tanks owned or operated by the City of Fort Worth. Occasional emergency repair work may also be required as well as PST-related training activities, when applicable, with implementation of technological upgrades to the City’s fuel management infrastructure.

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

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

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

All Proposal Documents have been submitted in a sealed envelope. Unit prices are provided within the Proposal Documents in Section 2.6.

Contractor shall begin work after coordination with City’s respective Project Manager.

This Proposal Summary and the accompanying Proposal Documents are intended to be complete and will remain valid for one-hundred and twenty (120) days from the date of submittal.

PROVIDER:

(Company Name)

BY: _____
(print or type name of signatory)

(Address)

(Signature)

(City, State, Zip)

Title (print or type)

Phone)

(Email)

2.5 SCOPE OF WORK

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and removal of any byproducts or any other items or services necessary to perform the required testing of petroleum storage tanks owned or operated by the City of Fort Worth. Occasional emergency repair work may also be required as well as PST-related training activities, when applicable, with implementation of technological upgrades to the City's fuel management infrastructure.

The City of Fort Worth operates 17 active underground storage tanks at 7 sites.

A list of City of Fort Worth facilities with underground storage tanks including details of tank characteristics and required testing is provided at the end of this section.

Contractor shall coordinate with the City's Environmental Services and Property Management Departments to establish a tentative schedule for required regulatory testing no later than fourteen (14) calendar days from date of Notice to Proceed.

Vendor must be able to provide service (on-call) twenty four (24) hours per day, seven (7) days a week, including holidays. If the vendor cannot respond to an outage within the specified time, the City has the option to obtain service from other qualified vendors.

Response Time (following notification)

- Normal – Work shall have begun by the end of the normal working hours of the next day.
- Emergency – Work shall have started within four (4) hours.

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.

List of City of Fort Worth Sites with Petroleum Underground Storage Tanks

Site	Address	# of USTs	Fuel Type	Lines
Northside SC	301 Hillshire	4	Gas/Diesel	Yes
James SC	5201 James	5	Gas/Diesel	Yes
Southside SC	5201 Columbus Trail	3	Gas/Diesel	Yes
Fire Station 2	1000 Cherry	0	Diesel	Yes
Fire Station 14	2737 Meadowbrook	2	Gas/Diesel	Yes
Fire Station 31	4209 Longstraw	2	Gas /Diesel	Yes
Fire Station 32	10201 White Settlement	2	Gas /Diesel	Yes
Fire Station 33	14650 Statler	2	Gas /Diesel	Yes
Southeast SC	5000 MLK	0	Gas/Diesel	Yes
Village Creek	4500 Wilma Lane	0	Gas -Stage I Only	No

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

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

Remainder of this page intentionally left blank

2.6 PRICE

Contractors should provide a price for each item in the table below. The Contractor may wish to include additional tasks as appropriate depending on the complexity of the technology proposed. A cost estimate for each task associated with a subcontractor should be provided. Prices listed for system tests shall include all labor, material, and equipment to perform the function. For labor rates, which may be necessary for repairs, training, or other services, do not add employee categories. Select the City class closest to the Contractor’s actual classification. All labor rates listed shall be hourly rates.

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

A current list of facilities and USTs is provided in Section 2.5. The list provides information on the existing PSTs located at City facilities. This list is subject to change and does not include potential unscheduled maintenance and repair activities.

BID ESTIMATE

System Tests	Unit Price	QTY	Extended Price
Tank Test		16	
Stage I Compliance Test (PD & PV Valves)		6	
Annual Release Detection		16	
Line and Leak Detector Test		20	
Interstitial Test (BOI)		12	
Spill Bucket Test		20	
Dispenser Pan Test		28	
STP Sump Test		20	
Overfill		16	
Miscellaneous Parts/Supplies	Unit Price		Extended Price
Fill Cap		8	
Fill Cap Gasket		8	
Vent Cap		8	
Employee Labor Rates per Hour	Per hour		Extended Price
Principal		80	
Technician		80	
Mark-up for Outside Services	% mark-up		Extended Price
For materials, equipment, supplies, PST related maintenance services, and PST training that are not included in the above listed prices but are required at a job site.			N/A

*Quantities are an estimate of potential work to provide a total bid estimate and are not a guarantee of actual amount of work to be performed.

2.7 CONTRACTOR INFORMATION AND QUALIFICATIONS

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

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

2.7.1 Contractor Information

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

2.7.2 Contractor Qualifications

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

2.7.3. Personnel Qualifications

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

2.7.4 Web-based Customer Service

Explain any web-based customer service system that may be available reports, notifications, and invoices.

2.7.5 Company Licenses and Certifications

Provider shall procure all permits and licenses, pay all charges, costs, and, and give all notices necessary and incident to the due and lawful prosecution of the work. Provider should include copies of appropriate company licenses, certifications, and registrations and provide copies of individual licenses and certificates applicable to this project upon request from the City.

2.7.6 Documentation Examples

Include examples of the following document types:

- Final Closeout Report
- Invoices
- Warranty Information
- Operating Instructions
- Organization Chart
- Project Timeline

2.7.7 References

Bidder shall provide at least five **project references** similar in scope and size to that of this solicitation. Each project reference shall include the following information:

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

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

Remainder of page intentionally left blank

2.8 SUBCONTRACTOR

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

Table 2.8.1: Subcontractor Information

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

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

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

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

2.9 BONDS - NOT APPLICABLE

2.9.1 Bidder's Bond –

2.9.2 Payment and Performance Bonds

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

2.9.3 Requirements for Sureties

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

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

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

2.10 INSURANCE

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

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

Insurance coverage and limits:

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11 PROVIDER'S LICENSES & CERTIFICATES

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

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

Provider shall provide necessary company licenses and certifications required to complete the project such as (if applicable):

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

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

Remainder of page intentionally left blank

2.12 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

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

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

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

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

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

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

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

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

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

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

Remainder of page intentionally left blank

2.13 CERTIFICATION OF PROVIDER’S LEGAL AND COMPLIANCE HISTORY

Complete ONE of the Following Certifications:

Certification of Legal Action Report

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

Certification of NO Legal Action

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

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

2.14 PREVAILING WAGE RATE

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

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

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

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

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

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

CONTRACTOR:

Company Name

Address

City, State, Zip

BY: _____
(print or type name of signatory)

(Signature)

Title (print or type)

2.15 WORKER'S COMPENSATION COMPLIANCE

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

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

"ENV 24-04: PST"

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

CONTRACTOR:

Company
(Please Print) By: _____

Address Signature: _____

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024

Notary Public in and for the State of Texas

2.16 NONDISCRIMINATION

All City contractors are required to comply with Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices. Proposer agrees that Proposer, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of such Ordinance, and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Proposer, its employees, officers, agents, contractor or subcontractors herein.

PROPOSER:

Company Name

Address

City, State, Zip

BY: _____
(Print or type name of signatory)

(Signature)

Title (print or type)

Remainder of page intentionally left blank

ATTACHMENT A

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

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

A copy of the Questionnaire Form is available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

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

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the CITY, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #7 box in all cases.