

QUALIFICATIONS DOCUMENTS

Submitted to:

CITY OF FORT WORTH
TRANSPORTATION AND PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL SERVICES DIVISION
1000 THROCKMORTON
FORT WORTH, TEXAS 76102



For:

PROJECT: ENV 11-02: AIHS

**PROFESSIONAL SERVICES CONTRACT FOR
ASBESTOS, MOLD, AND INDUSTRIAL HYGIENE
CONSULTING SERVICES**

**MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30
ON THURSDAY, JANUARY 13, 2011**

By:

Company Name

Address

Date

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1. REQUEST FOR QUALIFICATIONS

1.1 PROJECT DESCRIPTION

The purpose of this Request for Qualifications is to obtain information from capable and experienced firms as to their professional qualifications and their ability to provide industrial hygiene, mold, and asbestos consultant services on an as-needed basis to the City of Fort Worth. For more details on the scope of work, refer to section 2.2. For any contract awarded there is an expected not-to-exceed amount of \$100,000 with no guaranteed minimum amount of work.

1.2 GENERAL REQUIREMENTS

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

- a) Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices, and;
- b) Fort Worth ordinance 15530, Minority and Women Business Enterprises.

1.3 INTERPRETATION OF RFQ DOCUMENTS

All requests for an interpretation of the RFQ must be made in writing and submitted to the Transportation and Public Works Department, Environmental Services Division by fax, regular mail, or e-mail (preferred), at any time up to seven (7) calendar days prior to the time of the opening of qualifications documents. 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 RFQ as a formal addendum. Each provider that intends to submit a qualifications package must e-mail Mr. Roger Grantham with a notification of intent to submit. The City will post addenda on its Purchasing website. The City will not be responsible for any other explanations or interpretations. It is the provider's obligation to determine if addenda have been issued prior to the deadline for submitting the qualifications package. No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Fort Worth. All addenda must be submitted with the proposal following the signature page in Section 2.2 (Tab B).

Requests for interpretations must be submitted to:

Roger Grantham
TPW-Environmental Services Division
City of Fort Worth
1000 Throckmorton
Fort Worth TX 76102

email:
roger.grantham@fortworthgov.org
FAX: (817) 392-6359

1.4 CONFLICTS

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

1.5 QUALIFICATIONS SUBMITTAL

Qualifications must be submitted in a sealed envelope, addressed to and received at City of Fort Worth Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102 no later than 1:30 p.m. Central Standard Time on Thursday, January 13, 2011.

The project number must be clearly marked on the envelope and the statement **“QUALIFICATIONS DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 on Thursday, January 13, 2011”** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

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

1.6 PROPOSAL PREPARATION GUIDELINES

Each provider must submit **one (1) bound original, five (5) unbound copies, and one (1) electronic copy (PDF format)** of the qualifications package for all items to complete the project or the entire proposal may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the qualifications package.

Note: This document includes interactive form fields to facilitate preparation of the documents.

A. Economy of Presentation

Each submittal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The City emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Preparation Guidelines

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

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Qualifications documents should be printed double sided (Note: this RFQ is formatted for double-sided printing).

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

C. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. The outer cover shall be the

cover page of this RFQ with the bottom portion completed with the submitting firm's information. It is not necessary include section 1 of the RFQ (other than cover page) with the qualifications submittal.

<u>TAB</u>	<u>CONTENTS</u>	<u>RFQ SECTIONS</u>
-	COVER PAGE	page 1-i
-	LETTER OF TRANSMITTAL	-
A)	QUALIFICATIONS DOCUMENT CHECKLIST	2.1
B)	QUALIFICATIONS SUMMARY	2.2
	M/WBE	2.3
C)	PROVIDER'S QUALIFICATIONS AND EXPERIENCE	2.4
D)	PROVIDER'S LICENSES AND CERTIFICATES	2.5
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G)	Other Requirements	
	Financial Statement	2.8
	Insurance Certificates	2.9
	Statement of Residency	2.10
	Legal and Compliance History.	2.11
H)	FEE SCHEDULE	2.12
I)	(Optional) Additional Supporting Information	-

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

D. Letter of Transmittal

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

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

1.7 OPENING OF QUALIFICATIONS

The firm name for each qualifications package submitted will be read aloud at 2:00 P.M. on Thursday, January 13, 2011 in the Fort Worth City Council Chambers. The documents shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All qualifications documents will be open for public inspection after the contract is awarded, but trade secrets and confidential information in the documents will not be open to public inspection.

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

1.8 PROPOSAL EVALUATION

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

<u>Factor</u>	<u>Points</u>
1. Experience in Industrial Hygiene Services	
a. Personnel experience	300
b. Company experience	250
2. Evaluation of Exhibits	200
3. Quality of subcontractors, including M/WBE	100
4. Completeness of qualifications package	100
5. Other factors*	50
Total	1000

*Other factors may include but not be limited to a review of the financial statement, legal history, and work history with the city.

1.9 CONTRACT TERM

The successful provider will be awarded a one-year contract with three one-year options to renew. For subsequent renewals all conditions, terms, and pricing shall remain the same as stated in the original contract unless otherwise agreed upon in writing by both parties.

1.10 NEGOTIATION OF THE CONTRACT

The city will meet with the successful provider and negotiate any final changes to the contract including billing rates. The City is not obligated to accept any exceptions made by the offeror. After the negotiations, the City will make final changes to the contract documents and issue the contract documents with Notice of Award letter to the successful provider.

1.11 AWARD OF THE CONTRACT

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

The City will send a Notice of Award letter to the successful provider with three (3) sets

of contract documents. The successful provider must execute the contract in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to the successful 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 proposals and waive any or all formalities.

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2. QUALIFICATIONS DOCUMENTS

2.1 QUALIFICATIONS DOCUMENT CHECKLIST

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

Qualifications Documents

Initial if Included

- | | |
|---|-------|
| 1. LETTER OF TRANSMITTAL | _____ |
| 2. QUALIFICATIONS DOCUMENT CHECKLIST (Tab A) | _____ |
| 3. QUALIFICATIONS SUMMARY (Tab B) | _____ |
| 4. MINORITY and WOMEN BUSINESS ENTERPRISES (Tab B) | _____ |
| 5. PROVIDER'S QUALIFICATIONS AND EXPERIENCE (Tab C) | _____ |
| 6. PROVIDER'S LICENSES AND CERTIFICATES (Tab D) | _____ |
| 7. SUBCONTRACTOR INFORMATION AND QUALIFICATIONS (Tab E) | _____ |
| 8. EXHIBITS (Tab F) | _____ |
| 9. FINANCIAL STATEMENT_(Tab G) | _____ |
| 10. INSURANCE CERTIFICATES (Tab G) | _____ |
| 11. STATEMENT OF RESIDENCY (Tab G) | _____ |
| 12. PROVIDER'S LEGAL AND COMPLIANCE HISTORY (Tab G) | _____ |
| 13. FEE SCHEDULE (Tab H) | _____ |

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

PROVIDER:

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

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2.2 QUALIFICATIONS SUMMARY

A. Scope of Work

Qualifications are being accepted by the City of Fort Worth for the provision of professional services for industrial hygiene, mold, and asbestos consultant services on an as-needed basis. A qualified firm will be contracted to the City of Fort Worth to perform:

Asbestos Consultant Services including but not limited to:

- Assessment of public facilities for the presence of asbestos-containing material
- Development of removal specifications for asbestos-containing and contaminated material
- Development of asbestos management plans
- Management and monitoring of asbestos abatement jobs
- Air Monitoring for asbestos abatement
- OSHA Air Monitoring for asbestos abatement contractor
- Training
- Asbestos Sample Analysis

Industrial Hygiene Consultant Services including but not limited to:

- Assessment of city facilities for the presence of indoor environmental issues
- OSHA type assessments for potential worker exposure issues
- Noise level assessments of city facilities
- Training

Mold Consulting Services including but no limited to:

- Assessment of public facilities for the presence of mold
- Development of removal specifications for mold and mold contaminated material
- Development of mold management plans
- Management and monitoring of mold abatement jobs
- Training

Other duties as requested.

The expected Not-to-Exceed amount of the agreement is \$100,000 with no guaranteed minimum amount of work.

B. Acknowledgement of Receipt of Addenda to the RFQ

The undersigned acknowledges receipt of Addenda No. ____ thru ____ issued for this Request for Qualifications, and has included all addenda in the qualifications documents. [Insert N/A in blanks if no addenda were issued.]

C. Minority and Women Business Enterprises (M/WBE) Requirement

The undersigned acknowledges the City's M/WBE requirements as stated in section 2.3 of the RFQ, and if selected as the most highly qualified provider, will comply with the requirement to submit a utilization plan during contract negotiations.

D. Qualifications Certification and Signature

The undersigned having carefully examined the specifications, instructions, and conditions set forth in this Request for Qualifications, including all addenda, issued by the City of Fort Worth, affirms that he/she understands all requirements of this RFQ, 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 industrial hygiene services as specified. The undersigned further attests and certifies that:

- a) Corporate provider equipment and personnel are capable of performing each task described in the Scope of Work (Section 2.2.A) either using proposer's resources or through subcontracts.
- b) All qualifications documents have been submitted in one sealed envelope.
- c) Fee schedule is provided with the qualifications documents in a separate sealed envelope.
- d) This qualifications summary and the accompanying qualifications documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

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. Submitter agrees that submitter, 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.

General Vendor Information and Proposal Signature:													
Firm Name:	_____												
Street Address:	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 25%;">Number</td> <td style="border: none; width: 50%;">Street Name</td> <td style="border: none; width: 25%;">Suite</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">City</td> <td style="border: none;">State</td> <td style="border: none;">Zip</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> </table>	Number	Street Name	Suite	_____	_____	_____	City	State	Zip	_____	_____	_____
Number	Street Name	Suite											
_____	_____	_____											
City	State	Zip											
_____	_____	_____											
Mailing Address: (if different)	_____ _____												
_____ Signature of Authorized Representative	_____ Date:												
_____ Print Name	_____ Title												

NOTE: Additional signatures and certifications are required in Sections 2.1, 2.10, and 2.11 of the proposal.

2.3 MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE)

An M/WBE goal of **5 percent** has been established for this contract.

The Provider shall make a good faith effort to sub-consult with or purchase supplies from M/WBE firms. The Provider must meet or exceed the stated goal or submit documentation of a good faith effort for all applicable contracts to permit a determination of compliance with the specifications.

Because this is a Request for Qualifications for professional services defined in Chapter 2254 of the Texas Government Code, the provider's initial response to the Request for Qualifications shall not include a response to the requirements of the City's M/WBE ordinance. The City shall rank the provider on the basis of demonstrated competence and qualifications. During contract negotiations, the provider shall respond to this ordinance in the manner specified below:

- 1) An M/WBE Utilization Plan, hereinafter referred to as the utilization plan, must be submitted. The utilization plan must detail the steps taken to achieve M/WBE participation including but not limited to firms contacted, type of work discussed, criteria for sub-contractor selection, etc. The utilization plan must address each subcontracting opportunity available that may include professional services, subsurface drilling/boring, courier service, outside printing, equipment suppliers, etc.
- 2) The utilization plan must also include the point of contact (including name and title) that will be designated as responsible for implementing the utilization plan, reporting on the status of utilization plan (monthly and annually), and performing liaison duties to the City as it relates to all M/WBE issues during the contract term.
- 3) The Provider may utilize a joint venture arrangement with an M/WBE firm. In a joint venture, the Provider may count the M/WBE portion of the joint venture toward meeting the utilization plan commitment (e.g., proposed goal is 40% and joint venture is 20% then separate M/WBE must be used for the remaining 20% not for the entire 40%). If a joint venture is proposed, the Joint Venture Eligibility Form must be completed and submitted.
- 4) All M/WBE firms must be currently certified or in the process of being certified by the North Central Texas Regional Certification Agency (NCTRCA), or Texas Department of Transportation (TXDOT), Highway Division and located in the nine county marketplace. For the purpose of determining contract compliance under the M/WBE ordinance, businesses listed as MBE or WBE within the utilization plan must be certified as such prior to a recommendation for award being made to the City Council. If during the course of work under the contract a change of any of the MBE or WBE firms identified in the original utilization plan is needed then a Change Request must be submitted to the City of Fort Worth – M/WBE Office and the change approved by same.
- 5) All subcontracting and supplier opportunities directly attributed to this Contract from M/WBE firms, inclusive of 1st, 2nd, 3rd tiers, etc. sub-contractors and suppliers may be included in the utilization plan commitment. It is the sole responsibility of the provider to report and document all M/WBE participation dollars irrespective of tier level. The provider will be given credit toward the M/WBE plan when the M/WBE performs a commercially useful function. The successful provider will be required to submit executed contractual agreements (i.e., Master Service Agreements) or letters of intent prior to receiving the Contract Documents.

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2.4 PROVIDER’S QUALIFICATIONS AND EXPERIENCE

A. Business Qualifications and Experience

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

- a) Discuss provider’s experience managing and performing asbestos assessments, asbestos removal operations oversight, mold assessments, and mold removal operations oversight, indoor environmental quality assessments, and any other relevant asbestos, mold, or industrial hygiene related experience.
- b) Describe any web-based customer service system that may be available to view and track City projects including but not limited to surveys, abatements, and indoor air quality concerns.
- c) Explain after-hours calling system detailing how the City of Fort Worth would be able to reach your firm after 5:00 p.m. and prior to 8:00 a.m. during the week and all day during weekends and holidays if an emergency should occur.

B. Personnel Qualifications and Experience

Provider should submit a brief résumé (one page maximum, 10 pt type minimum) of each professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract.

Provider should complete a matrix similar to the following. The position titles can be changed to fit Provider’s terminology but the ultimate job function should be clear. If a single individual fulfills more than one position then provide the relevant years of experience for that position. **Please note a CIH must be on staff with the Provider or the Provider’s Subcontractor.** It should be noted however that with all things equal, a CIH on staff with the Provider would be awarded more points than a CIH that is subcontracted.

Position Title / Job Function	Name	Years of Experience	Years with Provider
Asbestos Consultant			
Asbestos Inspector			
Asbestos AMT			
Asbestos PM			
Certified Industrial Hygienist (CIH)			
Industrial Hygiene Technician			
Mold Assessment Consultant			
Mold Assessment Technician			

**INCLUDE A COPY OF THE EXPERIENCE RECORD
FOLLOWING THIS PAGE WITHIN THE QUALIFICATIONS PACKAGE**

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2.5 PROVIDER'S LICENSES AND 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 must submit a copy of the appropriate certifications, registrations, licenses, and related certificates (including subcontractors) with their submittal including but not limited to:

- Texas Department of State Health Services Licensed Asbestos Consultant Agency
- Texas Department of State Health Services Licensed Asbestos Consultant
- Texas Department of State Health Services Licensed Asbestos Management Planner
- Texas Department of State Health Services Licensed Asbestos Inspector
- Texas Department of State Health Services Licensed Air Monitoring Technician
- Texas Department of State Health Services Licensed Asbestos Project Manager
- Texas Department of State Health Services Licensed Phase Contrast Microscopy Asbestos Laboratory.
- Texas Department of State Health Services Licensed Mold Assessment Company
- Texas Department of State Health Services Licensed Mold Assessment Consultant
- Texas Department of State Health Services Licensed Mold Analysis Laboratory
- American Board of Industrial Hygienist Certified Industrial Hygienist

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

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2.6 SUBCONTRACTOR INFORMATION AND QUALIFICATIONS

For each subcontractor to be used for services under this contract provide the information requested in Table 1 below and include the following information with the proposal:

- a) Concise statement of qualifications pertinent to the services to be provided under the contract;
- b) A copy of current applicable TDSHS licenses for company and personnel;
- c) A list of principals and officers of company including years of experience in applicable fields;
- d) A list of project supervisors and project managers including years of experience.

Table 1: Subcontractor information.

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Proposed Tasks

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

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

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2.7 **EXHIBITS**

Each Provider shall submit a single copy of a sample of the following documents for review:

- AHERA Level Asbestos Assessment Report
- Asbestos Abatement Specifications
- Asbestos Abatement and Oversight Final Report
- Mold Assessment Report
- Mold Management Plan
- Mold Remediation Protocol (mold remediation work analysis)
- Mold Removal and Oversight Final Report
- Post - Remediation Assessment and Clearance Report and Final Status Report
- Indoor Environmental Quality Assessment Report
- Protocol to be used during Indoor an Environmental Quality Assessments
- Protocol to be used during a Mold Assessment
- Protocol to be used in creating a Mold Management Plan
- Protocol to be used in a Mold Post Remediation Assessment

**INCLUDE ONE (1) COPY OF EACH DOCUMENT WITHIN THIS
QUALIFICATIONS PACKAGE FOLLOWING THIS PAGE.**

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2.8 FINANCIAL STATEMENT

Providers must provide a current certified or compilation financial statement within this section of the qualifications. The financial statement shall be no more than six months old.

**INCLUDE A COPY OF THE STATEMENT
FOLLOWING THIS PAGE WITHIN THE QUALIFICATIONS PACKAGE.**

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2.9 INSURANCE CERTIFICATES

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

a) Insurance coverage and limits:

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

1. Commercial General Liability

- \$5,000,000 each occurrence
- \$5,000,000 aggregate

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

2. Automobile Liability

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

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project. The named insured and employees of contractor shall be covered under this policy. Liability for damage occurring while loading, unloading and transporting materials collected under the contract shall be included under this policy.

3. Worker's Compensation

Statutory limits

Employer's liability

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

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

4. Professional Liability

- \$1,000,000 each claim

- \$2,000,000 aggregate

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

5. Environmental Impairment Liability and/or Pollution Liability

- \$2,000,000 per occurrence.

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

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

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

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

3. The certificate shall be signed by an agent authorized to bond coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide
4. All policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City of Fort Worth.
5. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
6. If insurance policies are not written for specified coverage limits, an

Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

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

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

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

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

2.10 STATEMENT OF RESIDENCY

The following information is required by the **City of Fort Worth** in order to comply with provisions of state law, TEXAS GOVERNMENT CODE § 2252.001, State or Political Subdivision Contracts for Construction, Supplies, Services; Proposals by Nonresident.

Every provider shall affirmatively state its principal place of business in its response to a request for proposal. Failure to provide the required information shall result in your proposal being declared non-responsive. Providers' cooperation in this regard will avoid costly time delays in the award of proposals by the **City of Fort Worth**. For this reason, each Provider shall complete and return, with its proposal, the Statement of Residency Form. Failure to provide all required information shall result in the proposal being considered non-responsive.

TEXAS GOVERNMENT CODE § 2252.001 defines a **Texas "resident bidder"** as a bidder whose principal place of business* is in the state of Texas, including a Provider whose ultimate parent company or majority owner has its principal place of business in the state of Texas. TEXAS GOVERNMENT CODE § 2252.001 defines a **"Nonresident bidder"** as a bidder whose parent company or majority owner does not have its principal place of business* in the state of Texas.

Bidder's complete company name _____

State your business address in the adjacent space provided if you are a **Texas Resident bidder**: _____

State your business address in the adjacent space provided if you are a Nonresident bidder: _____

*The **State Purchasing and General Services Commission** defines Principal Place of Business in Texas as follows:

- The business entity has at least one permanent office located within the State of Texas, from which business activities other than submitting proposals to governmental agencies are conducted and from which the proposal is submitted, and;
- The business entity has at least one employee who works in the Texas office.

Form (Section 2.10) prepared by:

Name _____

Title _____

Date _____

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2.11 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

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

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

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

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

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

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

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

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

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

INCLUDE A COPY OF THE REPORT OF LEGAL ACTION FOLLOWING THE CERTIFICATION PAGE WITHIN THE QUALIFICATIONS PACKAGE.

Certification of Provider’s Legal and Compliance History

Complete ONE of the Following Certifications:

Certification of Legal Action Report

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

PROVIDER: _____
 (Company Name)

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

 (title) (date)

Certification of NO Legal Action

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

PROVIDER: _____
 (Company Name)

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

 (title) (date)

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2.12 FEE SCHEDULE

Fee Schedule will be submitted in a **SEPARATE** sealed envelope with Qualifications Package.

There is no specific format for the fee schedule. Please include hourly rates for professional staff and unit costs for laboratory fees, other expenses, etc. with identified markups.

Fee Schedule should include, at a minimum, rates for the following personnel:

- Certified Industrial Hygienist
- Licensed Asbestos Consultant
- Licensed Mold Assessment Consultant
- Licensed Asbestos Management Planner
- Licensed Asbestos Inspector
- Licensed Air Monitoring Technician
- Licensed Asbestos Project Manager
- Technician
- Auto Cad Technician
- Administrative Assistant