



CITY OF FORT WORTH / PURCHASING DIVISION
INVITATION TO BID No. 06-0330
SEALED BID FOR: WEATHERIZATION ASSISTANCE PROGRAM
BID CLOSING DATE: FEBRUARY 15, 2007

For more information contact: CAMILLIA RYAN, (817) 392-8321.
FAX (817) 392-8440 camillia.ryan@fortworthgov.org

INSTRUCTIONS TO BIDDERS:

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Request. Completed bid requests (1 original and 1 copy) must be received in the Purchasing Office by 1:30 P.M. 02 / 15 / 2007, and then publicly opened and read aloud at 2:00 PM in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on outside envelope. Deliveries should be made to Purchasing Division:

Mail To: City of Ft Worth, Purchasing
1000 Throckmorton Street
Fort Worth, Texas 76102

Hand Delivery: Lower Level, Municipal Building
1000 Throckmorton Street
Fort Worth, Texas 76102

*Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked "**BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M.**" in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.

The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (____ days).

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid.

Company Name and Address	Company's Authorized Agent
Signature:	
Federal ID Number(TIN) or	Name and Title (Typed or Printed)
Social Security Number and Legal	
Company Name	Date
Telephone Number	
Fax Number	Email address:

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes _____ No _____

If you, the Vendor checked yes, the following will apply: Governmental entities within Tarrant County utilizing Inter-Governmental 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 their own material/services as needed.

Jack Dale
Purchasing Manager



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- Visit WWW.FORTWORTHGOV.ORG
- Click on **Business**
- Scroll down to **Do Business with Us**
- Choose **Become a Vendor**
- Review Terms & Conditions
- Click **I Accept These Terms** to proceed
- At next screen, click **No, I Want to Register**
- Click **Register**
- The first pop-up for registering asks for your Federal ID# or Social Security Number and your company name. The company name entered **MUST** be the same as the invoice you would present for payment to the City of Fort Worth.
- Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your commodities (products and/or services that can be provided to the City). This information is utilized to send quotes/bid opportunities to you by email and is also required in order to keep your account active.

Congratulations, you've registered!!

You will receive an email with your registration confirmation.

Donna Higgins
City of Fort Worth
Financial Systems
[*Donna.Higgins@Fortworthgov.org*](mailto:Donna.Higgins@Fortworthgov.org)

BID SOLICITATION

Page 1 of 1
Printed: 1/16/2007



City of Ft Worth
1000 Throckmorton Street
Tax ID No. 75-6000528
Fort Worth TX 76102

BID OPENING DATE AND TIME:

02/15/2007 1:30 PM

BID NUMBER: 06-0330

BUYER: Ryan, Camillia

PHONE #: (817) 392 - 8321 ext.

DELIVERY REQUIRED:

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City of Ft Worth
1000 Throckmorton, Room L30
FORT WORTH TX 76102

Item	Class-Item	Quantity	Unit	Unit Price	Total
1.0	The City of Fort Worth is seeking an annual agreement for the Weatherization Assistance Program. The agreement will be for one, one-year period with option to renew for four (4) additional one-year periods. 031-00 Total from Pricing Sheet (Attachment I)	0.00	EA	TOTAL:	

ment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early paym

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: _____

COMPANY: _____

DELIVERY: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

INSTRUCTIONS TO BIDDERS**1.0 SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 EXPLANATIONS OR CLARIFICATIONS

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be faxed to the City at (817) 392-8440. The fax must clearly identify the Buyer's name and solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.

3.0 PRE-BID CONFERENCE

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the

goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.

4.5 **Prices:**

- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).

4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.

4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.

4.7.1 To be an acceptable surety on the bond:

- 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
- 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

4.9 **Proprietary Information:**

- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
- 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
- 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.

4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.

- 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms

posted on the City's website at
<http://www.fortworthgov.org/purchasing/achpayments.htm>.

5.0 **SUBMISSION OF BIDS**

- 5.1 **Copies:** Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.
- 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
 - 5.2.1 The signed Offer and Award Sheet;
 - 5.2.2 The Bid Sheet; and
 - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
- 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.5 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 **EVALUATION FACTORS AND AWARD**

- 8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any

combination deemed most advantageous to the City. Bids that specify an “all or none” award may be considered if a single award is advantageous.

- 8.2 **Award:** The City will award contracts to the bidder who offers represents the “best value” to the City, price and other factors considered.
- 8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):
- 8.2.1.1 Purchase Price;
 - 8.2.1.2 Reputation of the bidder and of the bidder’s goods or services;
 - 8.2.1.3 Quality of the bidder’s goods or services;
 - 8.2.1.4 Extent to which the goods or services meet the City’s needs;
 - 8.2.1.5 Bidder’s past relationship with the City;
 - 8.2.1.6 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;
 - 8.2.1.7 Total long-term cost to the City to acquire the bidder’s goods or services; and
 - 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.
- 8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
- 8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 **Reservations:** The City expressly reserves the right to:
- 8.4.1 Specify approximate quantities in the Solicitation;
 - 8.4.2 Extend the Solicitation opening date and time;
 - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
 - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
 - 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
 - 8.4.6 Add additional terms or modify existing terms in the Solicitation;
 - 8.4.7 Reject a bid because of unbalanced unit prices bid;
 - 8.4.8 Reject or cancel any or all Bids;
 - 8.4.9 Reissue a Solicitation;
 - 8.4.10 Procure any item by other means; and/or

8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

- 9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 **Minority and Women Business Enterprise (M/WBE) Documents:** If an M/WBE goal has been established for the bid, the applicable documents **must** be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

Revised September 6, 2006

IMPORTANT

INVITATION TO BID 06-0330 Weatherization Program

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) –

It is the policy of the City of Fort Worth to ensure the full and equitable participation by Minority and Women Business Enterprises (M/WBE) in the procurement of all goods and services to the City on a contractual basis. All requirements and regulations stated in the City's current Minority and Women Business Enterprise Ordinance apply to this bid.

There is a twenty percent (20%) utilization goal for this contract.

The applicable documents **must** be submitted within **five (5) City business days after the bid opening date**, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

On City contracts of \$25,000 or more, bidders are required to comply with the intent of the City's M/WBE Ordinance by one of the following:

- 1. Meet or exceed the above stated M/WBE goal,**
- 2. Good Faith Effort documentation,**
- 3. Waiver documentation, or**
- 4. Joint Venture**

BIDDERS SHOULD CAREFULLY READ AND COMPLETE THE M/WBE FORMS APPLICABLE TO YOUR INTENT. SHOULD YOU HAVE ANY QUESTIONS OR NEED CLARIFICATION REGARDING THIS REQUIREMENT, YOU SHOULD CONTACT THE M/WBE OFFICE AT 817-392-6104 DURING THE BIDDING CYCLE PRIOR TO BID OPENING.

FAILURE TO COMPLY WITH THE CITY'S M/WBE ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE TO THE SPECIFICATIONS



City of Fort Worth
Minority and Women Business Enterprise Specifications
SPECIAL INSTRUCTIONS FOR BIDDERS

APPLICATION OF POLICY

If the total dollar value of the contract is \$25,000 or more, the M/WBE goal is applicable.
If the total dollar value of the contract is less than \$25,000, the M/WBE goal is not applicable.

POLICY STATEMENT

It is the policy of the City of Fort Worth to ensure the full and equitable participation by Minority and Women Business Enterprises (M/WBE) in the procurement of all goods and services to the City on a contractual basis. All requirements and regulations stated in the City's current Minority and Women Business Enterprise Ordinance apply to this bid.

M/WBE PROJECT GOALS

The City's MBE/WBE goal on this project is 20 % of the base bid value of the contract.

COMPLIANCE TO BID SPECIFICATIONS

On City contracts of \$25,000 or more, bidders are required to comply with the intent of the City's M/WBE Ordinance by either of the following:

1. Meet or exceed the above stated M/WBE goal, or
2. Good Faith Effort documentation, or;
3. Waiver documentation, or;
4. Joint Venture.

SUBMITTAL OF REQUIRED DOCUMENTATION

The applicable documents **must** be received by the Managing Department, within the following times allocated, in order for the entire bid to be considered responsive to the specifications.

1. Subcontractor Utilization Form, if goal is met or exceeded:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
2. Good Faith Effort and Subcontractor Utilization Form, if participation is less than stated goal:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
3. Good Faith Effort and Subcontractor Utilization Form, if no M/WBE participation:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
4. Prime Contractor Waiver Form, if you will perform all subcontracting/supplier work:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
5. Joint Venture Form, if utilize a joint venture to met or exceed goal.	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.

**FAILURE TO COMPLY WITH THE CITY'S M/WBE ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED
NON-RESPONSIVE TO SPECIFICATIONS**

Any questions, please contact the M/WBE Office at (817) 392-6104.



City of Fort Worth

Subcontractors/Suppliers Utilization Form

PRIME COMPANY NAME:		Check applicable block to describe prime	
PROJECT NAME:		M/W/DBE	NON-M/W/DBE
		BID DATE	
City's M/WBE Project Goal: 20%	Prime's M/WBE Project Utilization: %	PROJECT NUMBER	

Identify all subcontractors/suppliers you will use on this project

Failure to complete this form, in its entirety with requested documentation, and received by the Managing Department on or before 5:00 p.m. five (5) City business days after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

The undersigned Offeror agrees to enter into a formal agreement with the M/WBE firm(s) listed in this utilization schedule, conditioned upon execution of a contract with the City of Fort Worth. The intentional and/or knowing misrepresentation of facts is grounds for consideration of disqualification and will result in the bid being considered non-responsive to bid specifications

M/WBEs listed toward meeting the project goal must be located in the nine (9) county marketplace or currently doing business in the marketplace at the time of bid. Marketplace is the geographic area of Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall counties.

Identify each Tier level. Tier is the level of subcontracting below the prime contractor, i.e., a direct payment from the prime contractor to a subcontractor is considered 1st tier, a payment by a subcontractor to its supplier is considered 2nd tier

ALL M/WBEs MUST BE CERTIFIED BEFORE CONTRACT AWARD.

Certification means those firms, located or doing business at the time of bid opening within the Marketplace, that have been determined to be bonafide minority or women businesses by the North Central Texas Regional Certification Agency (NCTRCA), or the Texas Department of Transportation (TX DOT), highway division. Disadvantaged Business Enterprise (DBE) is synonymous with Minority/Women Business Enterprise (M/WBE).

If hauling services are utilized, the prime will be given credit as long as the M/WBE listed owns and operates at least one fully licensed and operational truck to be used on the contract. The M/WBE may lease trucks from another M/WBE firm, including M/WBE owner-operators, and receive full M/WBE credit. The M/WBE may lease trucks from non-M/WBEs, including owner-operators, but will only receive credit for the fees and commissions earned by the M/WBE as outlined in the lease agreement.



Primes are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Minority, Women and non-M/WBEs.
Please list M/WBE firms first, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address Telephone/Fax	Tier	Certification (check one)				Non M W B E	Detail Subcontracting Work	Detail Supplies Purchased	Dollar Amount
		M B E	W B E	N C T R C A	T X D O T				



Primes are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Minority, Women and non-M/WBEs.
Please list M/WBE firms first, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address Telephone/Fax	Tier	Certification (check one)				Minority WBE	Detail Subcontracting Work	Detail Supplies Purchased	Dollar Amount
		M B E	W B E	N C T R C A	T X D O T				



Total Dollar Amount of M/WBE Subcontractors/Suppliers	\$
Total Dollar Amount of Non-M/WBE Subcontractors/Suppliers	\$
TOTAL DOLLAR AMOUNT OF ALL SUBCONTRACTORS/SUPPLIERS	\$

The Contractor will not make additions, deletions, or substitutions to this certified list without the prior approval of the Minority and Women Business Enterprise Office Manager or designee through the submittal of a ***Request for Approval of Change/Addition***. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the ordinance. The contractor shall submit a detailed explanation of how the requested change/addition or deletion will affect the committed M/WBE goal. If the detail explanation is not submitted, it will affect the final compliance determination.

By affixing a signature to this form, the Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including M/W/DBE(s) arrangements submitted with the bid. The Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company. The bidder agrees to allow the transmission of interviews with owners, principals, officers, employees and applicable subcontractors/suppliers/contractors participating on the contract that will substantiate the actual work performed by the M/W/DBE(s) on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance and create a material breach of contract may result in a determination of an irresponsible Offeror and barred from participating in City work for a period of time not less than one (1) year.

Authorized Signature

Printed Signature

Title

Contact Name/Title (if different)

Company Name

Telephone and/or Fax

Address

E-mail Address

City/State/Zip

Date



City of Fort Worth

Prime Contractor Waiver Form

PRIME COMPANY NAME:		Check applicable block to describe prime	
PROJECT NAME:		M/W/DBE	NON-M/W/DBE
		BID DATE	
City's M/WBE Project Goal: 20%	PROJECT NUMBER		

If both answers to this form are **YES**, do not complete ATTACHMENT 1C(Good Faith Effort Form). All questions on this form must be completed and a detailed explanation provided, if applicable. If the answer to either question is **NO**, then you must complete ATTACHMENT 1C. This form is only applicable if **both** answers are yes.

Failure to complete this form in its entirety and be received by the Managing Department on or before 5:00 p.m., five (5) City business days after bid opening, exclusive of the bid opening date, will result in the bid being considered non-responsive to bid specifications.

Will you perform this entire contract without subcontractors?	YES
If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an operational profile of your business.	NO
Will you perform this entire contract without suppliers?	YES
If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an inventory profile of your business.	NO

The bidder further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including M/WBE(s) on this contract, the payment therefore and any proposed changes to the original M/WBE(s) arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed by the M/WBEs on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance creates a material breach of contract may result in a determination of an irresponsible offeror and barred from participating in City work for a period of time not less than one (1) year.

Authorized Signature

Printed Signature

Title

Contact Name (if different)

Company Name

Phone Number Fax Number

Address

Email Address

City/State/Zip

Date



City of Fort Worth

Good Faith Effort Form

PRIME COMPANY NAME:		Check applicable block to describe prime	
PROJECT NAME:		M/W/DBE	NON-M/W/DBE
		BID DATE	
City's M/WBE Project Goal: 20%	PROJECT NUMBER		

If you have failed to secure M/WBE participation and you have subcontracting and/or supplier opportunities or if your DBE participation is less than the City's project goal, you must complete this form.

If the bidder's method of compliance with the M/WBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 thru 6 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation the facts or intentional discrimination by the bidder.

Failure to complete this form, in its entirety with supporting documentation, and received by the Managing Department on or before 5:00 p.m. five (5) City business days after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

- 1.) Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a M/WBE or non-M/WBE. (DO NOT LIST NAMES OF FIRMS) On Combined Projects, list each subcontracting and or supplier opportunity through the 2nd tier.

(Use additional sheets, if necessary)

List of Subcontracting Opportunities	List of Supplier Opportunities

- 2.) Obtain a current (not more than three (3) months old from the bid open date) list of M/WBE subcontractors and/or suppliers from the City's M/WBE Office.

☐ Yes
☐ No

Date of Listing ____/____/____

- 3.) Did you solicit bids from M/WBE firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by mail, exclusive of the day the bids are opened?

☐ Yes (If yes, attach M/WBE mail listing to include name of firm and address and a dated copy of letter mailed.)
☐ No

- 4.) Did you solicit bids from M/WBE firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by telephone, exclusive of the day the bids are opened?

☐ Yes (If yes, attach list to include name of M/WBE firm, person contacted, phone number and date and time of contact.)
☐ No

NOTE: A facsimile may be used to comply with either 3 or 4, but may not be used for both. If a facsimile is used, attach the fax confirmation, which is to provide M/WBE name, date, time, fax number and documentation faxed.

NOTE: If the list of M/WBEs for a particular subcontracting/supplier opportunity is ten (10) or less, the bidder must contact the entire list to be in compliance with questions 3 and 4. If the list of M/WBEs for a particular subcontracting/supplier opportunity is ten (10) or more, the bidder must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with questions 3 and 4.

- 5.) Did you provide plans and specifications to potential M/WBEs or information regarding the location of plans and specifications in order to assist the M/WBEs?

☐ Yes
☐ No

- 6.) Submit documentation if M/WBE quotes were rejected. The documentation submitted should be in the forms of an affidavit, include a detailed explanation of why the M/WBE was rejected and any supporting documentation the bidder wishes to be considered by the City. In the event of a bona fide dispute concerning quotes, the bidder will provide for confidential *in-camera* access to and inspection of any relevant documentation by City personnel.

(Please use additional sheets, if necessary, and attach.)

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain M/WBE participation on this project.

The bidder further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized officer or employee of the City.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance and creates a material breach of contract may result in a determination of an irresponsible offeror and barred from participating in City work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the M/WBE(s) listed was/were contacted in good faith. It is understood that any M/WBE(s) listed in Attachment 1C will be contacted and the reasons for not using them will be verified by the City's M/WBE Office.

Authorized Signature

Printed Signature

Title

Contact Name and Title (if different)

Company Name

Phone Number

Fax Number

Address

Email Address

City/State/Zip

Date



CITY OF FORT WORTH
Joint Venture Eligibility Form
All questions must be answered; use "NA" if applicable.

Name of City project: _____

A joint venture form must be completed on each project

RFP/Bid/Purchasing Number: _____

1. Joint venture information:

Joint Venture Name:			
Joint Venture Address: (If applicable)			
Telephone:	Facsimile:	E-mail address:	
Cellular:			
Identify the firms that comprise the joint venture: <i>Please attach extra sheets if additional space is required to provide detailed explanations of work to be performed by each firm comprising the joint venture</i>			
M/WBE firm name:		Non-M/WBE firm name:	
Business Address:		Business Address:	
City, State, Zip:		City, State, Zip:	
Telephone	Facsimile	E-mail	Facsimile
Cellular			
Certification Status:		E-mail address	
Name of Certifying Agency:			

2. Scope of work performed by the Joint Venture:

Describe the scope of work of the M/WBE:	Describe the scope of work of the non-M/WBE:

3. What is the percentage of M/WBE participation on this joint venture that you wish to be counted toward meeting the project goal? _____

4. Attach a copy of the joint venture agreement.

5. List components of ownership of joint venture: *(Do not complete if this information is described in joint venture agreement)*

Profit and loss sharing:	
Capital contributions, including equipment:	
Other applicable ownership interests:	

6. Identify by name, race, sex and firm those individuals (with titles) who are responsible for the day-to-day management and decision making of the joint venture:

Financial decisions (to include Account Payable and Receivable):	
Management decisions: a. Estimating	
b. Marketing and Sales	
c. Hiring and Firing of management personnel	
d. Purchasing of major equipment and/or supplies	
Supervision of field operations	

The City's Minority and Women Business Enterprise Office will review your joint venture submission and will have final approval of the M/WBE percentage applied toward the goal for the project listed on this form.

NOTE:

From and after the date of project award, if any of the participants, the individually defined scopes of work or the dollar amounts/percentages change from the originally approved information, then the participants must inform the City's M/WBE Office immediately for approval. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the City's M/WBE Ordinance.

AFFIDAVIT

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture. Furthermore, the undersigned shall agree to provide to the joint venture the stated scope of work, decision-making responsibilities and payments herein.

The City also reserves the right to request any additional information deemed necessary to determine if the joint venture is eligible. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the eligibility process.

The undersigned agree to permit audits, interviews with owners and examination of the books, records and files of the joint venture by any authorized representatives of the City of Fort Worth. Failure to comply with this provision shall result in the termination of any contract, which may be awarded under the provisions of this joint venture's eligibility and may initiate action under Federal, State and/or Local laws/ordinances concerning false statements or willful misrepresentation of facts.

Name of M/WBE firm	Name of non-M/WBE firm
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Title	Title
Date	Date

Notarization

State of _____ County of _____

On this _____ day of _____, 20 ____, before me appeared

_____ and _____

to me personally known and who, being duly sworn, did execute the foregoing affidavit and did state that they were properly authorized to execute this affidavit and did so as their free act and deed.

Notary Public _____
Print Name

Notary Public _____
Signature

Commission Expires _____

(seal)

**City of Fort Worth
Invitation to Bid 06-0330**

**Specifications
for
Weatherization Assistance Program**

PART ONE – GENERAL

The following contract provisions shall apply to and shall be incorporated into the agreement resulting from this solicitation.

1.0 SCOPE

The City of Fort Worth (City) is soliciting bids from experienced local firms relative to the installation of eligible weatherization measures in the Tarrant County service area. Bidders shall provide all labor, equipment and materials necessary to perform and complete weatherization work schedules for individual citizens' homes.

2.0 INTENT

The intent of these specifications is to describe the minimum requirements to establish an annual agreement for Weatherization services, which are designed to reduce energy costs for low-income households through proven, cost-effective, weatherization techniques.

3.0 NOTIFICATION

- 3.1 The bidder is responsible for familiarizing themselves with the character and quality of work to be performed and materials and equipment required. The submission of a bid by the bidder shall be considered evidence of compliance with these requirements.
- 3.2 The successful bidder, hereinafter called "Contractor," shall respond by furnishing such, labor, equipment and materials for weatherization services.
- 3.3 The City's intent is to award this contract to a primary and secondary vendor. Should the primary vendor be unable to perform the services within the time specified, the City reserves the right to assign these services to the secondary vendor.
- 3.4 The Weatherization Assistance Program is operated under the most current rules, regulations and requirements promulgated by the Department of Energy (DOE) (10 CFR 440) and the Texas Department of Housing and Community Affairs (TDHCA).

- 3.5 Work performed and measures installed must meet all current TDHCA standards/local codes and be in full compliance with applicable program guidelines.

4.0 **PRE-BID CONFERENCE**

- 4.1 A pre - bid conference will be held at Meacham Airport, Fort Worth Housing Department, 2nd floor Conference Room, 4201 North Main Street, Fort Worth Texas, 76106 at 2:00 p.m.
- 4.2 Attendance is optional, but may be advantageous, as potential bidders will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation.
- 4.3 The City will provide written responses to all questions for all bidders. Oral agreements or representations are not binding on the City. Telephone contact is not permissible with the Housing Department.
- 4.4 The City's official position on any issues or concerns shall be expressed in writing and shall be sent, in the form of addenda to this solicitation, and posted on the City's website.
- 4.5 It shall be the bidder's responsibility to check the City's website for addenda.
- 4.6 Any addenda, issued, shall be included with the bidder's response.

5.0 **INSURANCE**

- 5.1 The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. The Contractor shall file with the City of Fort Worth Purchasing Division, before the commencement of services, a certificate of insurance documenting the following required insurance.

- 5.1.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits

- 5.1.1.1 \$100,000 Each Accident
 - 5.1.1.2 \$500,000 Disease – Policy limit
 - 5.1.1.3 \$100,000 Disease – Each Employee

- 5.1.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

- 5.1.2.1 \$1,000,000 Each Occurrence
 - 5.1.2.2 \$2,000,000 Annual Aggregate

- 5.1.3 Auto Liability Insurance shall be provided as follows:

- 5.1.3.1 \$250,000 Bodily Injury per Person Each Accident
 - 5.1.3.2 \$250,000 Property Damage; or
 - 5.1.3.3 \$500,000 Combined Single Limit Each Accident
- 5.2 Policies shall be endorsed to provide the City of Fort Worth a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).
- 5.3 ADDITIONAL INSURANCE INFORMATION
 - 5.3.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
 - 5.3.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, TEXAS 76102, prior to a purchase order being issued.
 - 5.3.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
 - 5.3.4 Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
 - 5.3.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
 - 5.3.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
 - 5.3.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
 - 5.3.8 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
 - 5.3.9 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.

- 5.3.10 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 5.3.11 While the purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 5.3.12 Vendor's liability shall not be limited to the specified amounts of insurance required herein.
- 5.3.13 Upon the request of City, Vendor shall provide complete copies of all insurance policies required by these contract documents.

6.0 CONTRACT TERMS

- 6.1 The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.
- 6.2 Bids will be accepted, evaluated, and awarded based on the Vendor who meets and/or exceeds the City specifications.
- 6.2 The Contract awarded from this bid shall be from the date of approval by the Fort Worth City Council.
- 6.3 The Contract awarded from this bid shall be an annual purchase agreement contract.
- 6.4 This Contract may be renewed for up to four (4) additional one-year terms by mutual agreement of both parties.
- 6.5 Prices may be adjusted as part of the renewal process only. All prices shall remain firm for each twelve (12) month period.
- 6.6 A request for price adjustments must be submitted in writing to the Purchasing Division sixty (60) days prior to the expiration date of the current Contract term.
- 6.7 Contractor shall submit new pricing and all documentation supporting the price adjustment from the manufacturer and/or employee wage increases, etc.
- 6.8 The City of Fort Worth reserves the right to accept price adjustments or cancel any individual item affected, or the entire contract, if the request for increase is not acceptable when compare to the industry standards.
- 6.9 Upon expiration of the initial term or period of extension, Contractor agrees to hold over under the terms and conditions of this agreement for a reasonable period of time as to re-solicit the contract, not to exceed ninety (90) days.
- 6.10 This agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

7.0 PRICING

7.1 All prices bid are to be offered and items delivered with the terms of FOB Destination, Freight Prepaid, and Allowed throughout the entire Tarrant County area. No additional charges for expenses, freight, mileage, time, delivery or similar items will be accepted or paid by the City under this contract.

7.1.1 Special Note:

All materials must meet Department of Energy (DOE) materials specifications and must comply with the minimum standards set forth in the Texas Department of Housing and Community Affairs Materials and Installation Standards Manual (I. S. M.), 1998. The TDHCA I. S. M. is available for review at 908 Monroe Street, City of Fort Worth Housing Department, Fort Worth, Texas 76102. Documentation related to these standards must accompany this bid and follow the Bid Documents.

8.0 INVOICES

- 8.1 Invoices shall be paid according to State law.
- 8.2 The City of Fort Worth Housing Program Manager or his/her designee will make no payments until completion, approval, and acceptance of the work.
- 8.3 Upon completion of repair work, the Contractor will provide the Housing Department a detailed invoice.
- 8.4 Payments will be made on a Net 30 Days basis from receipt of invoice, unless the bidder states different payment terms in his/her bid.
- 8.5 Invoices are to be submitted to the City of Fort Worth, Housing Department, 908 Monroe Street, Fort Worth, Texas 76102.

9.0 SUBCONTRACTING

- 9.1 Contractor will not assign or subcontract any or all of its rights or responsibilities under this contract without the prior written approval from the City.
- 9.2 Any purported assignment without such approval will be a breach of this contract and void in all respects.
- 9.3 In the event the City approves, the Contractor shall not subcontract more than twenty five percent (25%) of the work to be performed pursuant to this contract.

10.0 STANDARD TERMS AND CONDITIONS

The City of Fort Worth Standard Purchasing Terms and Conditions shall apply to the contract awarded from this bid. These standard terms and conditions are located with the Invitation to Bid package.

11.0 QUALIFICATION

- 11.1 Prospective bidders must prove to the Purchasing Manager that they are duly qualified and capable to fulfill and abide by the requirements listed herein.
- 11.2 The City reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past year.
- 11.3 Such precautions are deemed to be in the public interest inasmuch as Contractor failure or inability to furnish items within the prescribed time can create emergency situations and impose unnecessary hardship on both the City as a municipal corporation and the public at large.
- 11.4 Bidders shall submit all referenced attachments and required documents.
- 11.5 Bid packages, which are incomplete, lack required documentation or are illegible can be considered non-responsive and will be rejected.
- 11.6 Bidders shall have at least one-year full time, successful experience (experience will be subject to verification) as a builder of residential structures (new or rehabilitated).
- 11.7 Applicable experience must be documented on Attachment B, "Bidder's Experience."
- 11.8 Bidders must have the staff, financial and technical resources needed to effectively perform all required activities specified in the previous "Description of Work."
- 11.9 Applicable information regarding this criterion shall be recorded on Attachment C, "Bidder's Resources."
- 11.10 Bidders may not be on a local, state or federal consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees.
- 11.11 Bidder shall have the financial capability to wait at least 30 days after date of final inspection.

12.0 CONTRACTOR SELECTION

- 12.1 A contract pursuant to this solicitation, if awarded, shall be based on the City's evaluation criteria of price, past performance and experience, financial and technical resources and compliance with all legal and other bidder requirements.
- 12.2 The successful bidder must be **responsive** to the terms of the solicitation and must demonstrate that he is **responsible** bidder:
 - 12.2.1 A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specification.
 - 12.2.2 A **responsible** bidder is defined to be one who demonstrates via his responses to the selection criteria his ability to successfully deliver the supplies, equipment, or services being procured.

13.0 QUANTITIES

- 13.1 The City of Fort Worth anticipates ordering weatherization work on approximately 150 homes over a one-year period. This is only an estimate based on past years' experience and not an intent to purchase or a guarantee of future business.
- 13.2 Expenditures with the successful Contractor (s) are estimated to average \$500,000.00 per year for all Contractors combined.
- 13.3 The City of Fort Worth is obligated to pay for only those materials and services actually ordered by an authorized City employee and then received as required by the City.

14.0 CONTRACT ADMINISTRATION

Contract Administrator will resolve all disputes between the Contractor and the City. Decisions made shall be final and binding upon the Contractor. Administration of this contract for the City shall be the responsibility of the Housing Department, City of Fort Worth, 908 Monroe Street, Fort Worth, Texas 76102, Phone (817) 392-7374

15.0 PERFORMANCE

Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Contractor's obligation with respect to such performance shall continue in full force and effect.

16.0 COMPLAINTS

- 16.1 Complaints processed through the City Purchasing Division will be corrected within fourteen (14) days of formal notice of complaint.
- 16.2 Written response to the Contract Administrator is required. Failure to properly resolve complaints within the fourteen (14) calendar day time period may result in the cancellation of the applicable line item(s) in the agreement.
- 16.3 The City of Fort Worth shall notify the Contractor, within a reasonable time after the discovery of any failure, defect, or damage.
- 16.4 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

17.0 QUESTIONS

Questions regarding these specifications are to be forwarded to Camillia Ryan, Sr. Buyer, City of Fort Worth, Purchasing Division, Telephone: 817/392-8321, Facsimile: 817/392-8440, Email: camillia.ryan@fortworthgov.org.

- 18.0 **BID SUBMITTAL** – Bidders are responsible for familiarizing themselves with the work to be performed under the agreement resulting from this bid.
- 18.1 Bidders shall submit the following Documents with their (in the order listed) bid package:
- 18.1.1 A completed and signed original Invitation to Bid sheet.
 - 18.1.2 A completed and signed Bid Solicitation Sheet.
 - 18.1.2 Attachment I, Itemized Materials and Labor Bid Sheets.
 - 18.1.3 Documentation that all materials bid complies with DOE Standards (listed in Appendix A).
 - 18.1.4 Attachment II, Bidder's Experience. (Résumés).
 - 18.1.5 Attachment III, Bidder's financial & technical resources.
 - 18.1.6 Attachment IV, Legal and Other Bidder requirements.
 - 18.1.6.1 ***Notarized "Debarment" Statement**
 - 18.1.6.2 ***Notarized "Labor Standards" Statement**
 - 18.1.7 Statement of Residency, Attachment VI.
- 18.2 Failure to submit the items listed may be grounds for rejection of a bid as non-responsive to the specifications.

PART TWO - PROGRAM DESCRIPTION

1.0 DESCRIPTION OF WORK

- 1.1 Using blower door guided air-sealing approaches; the successful Contractor will install weather-stripping, caulking and switch/outlet gaskets to reduce air exchange rates in eligible dwellings.
- 1.2 Other program measures designed to preserve the integrity of the home's thermal envelope, reduce appliance energy consumption and ensure resident's health and safety include the following:
 - 1.2.1 Testing all combustion appliances for the presence of carbon monoxide and/or nitrogen dioxide;
 - 1.2.2 Replacing or repairing windows and doors;
 - 1.2.3 Repairing or replacing ceilings, walls and floors;
 - 1.2.4 Installing skirting and floor insulation;
 - 1.2.5 Insulating and venting attic spaces;
 - 1.2.6 Insulating water heaters and pipes;
 - 1.2.7 Installing storm windows and solar screens;
 - 1.2.8 Performing furnace/air-conditioner repair, replacement and efficiency modifications;
 - 1.2.9 Pressure testing central HVAC distribution systems, protect against back-drafting, maintain acceptable indoor air quality and improve energy efficiency; and
 - 1.2.10 Install insulation and sealing existing ductwork.

PART THREE – DETAILED CONDITIONS, DESCRIPTION AND REQUIREMENTS FOR WEATHERIZATION ASSISTANCE PROGRAM

The following standard specifications and requirements shall be binding upon the city weatherization Contractor (if selected) pursuant to this solicitation. This document shall be incorporated, by reference, into any contract for weatherization services, which result from this procurement.

- 1.0 The Contractor shall furnish all materials necessary for delivery of weatherization services in the Tarrant County area. All materials shall meet applicable Department of Energy (DOE) standards and shall comply with the Texas Department of Housing and Community Affairs (TDHCA) materials standards set forth in the TDHCA Materials Installation Standards Manual.
- 2.0 The City shall not be billed for materials transportation or delivery costs. Materials shall be new, and in good condition. The City shall not be charged for items that are damaged prior to, or during installation, or for wasted materials.
 - 2.1 All weatherization materials shall be installed in accordance with the standards contained in the Texas Department of Housing and Community Affairs Materials Installation Standards Manual (1998). The City shall pay only for those materials which meet applicable standards and which are acceptable and properly installed on eligible dwelling units.
 - 2.2 It is the City's intent to secure a quoted (i.e. bid) price for all customary weatherization materials. Incidental items not included in the City's solicitation will be paid upon request if invoice showing actual purchase price is provided.
- 3.0 The Contractor shall furnish all labor pursuant to completion of weatherization activities within the Tarrant County service area. Additionally, the Contractor must designate an experienced, knowledgeable staff member to be present during the initial dwelling unit assessment and final dwelling unit inspection. An experienced practitioner must perform on-site supervision. Contractor's field staff must be proficient in installing comprehensive weatherization measures.
- 4.0 Once a job is completed, the Contractor must remove all debris from the job site and dispose of same in a proper and responsible manner. The Contractor shall take all precaution necessary to protect all existing trees, shrubbery, plants, sidewalks, buildings, vehicles etc. in the area where work is being done, as well as the building covered by the contract, and shall rebuild, repair, restore, and make good at his own expense all injury and damage to the same which may result from work being carried on under this contract.
- 5.0 The total allowable materials and labor cost per weatherized dwelling unit shall be determined during the initial assessment performed jointly by the city and the Contractor. Total dwelling unit costs may not exceed established program maximums.
- 6.0 The City shall not be charged separately for Contractor's participation in the initial assessment or final inspection, for the use of the blower door or conduct or required blower door tests (on feasible units), for carbon monoxide or indoor relative humidity transportation, for tools or equipment needed to perform weatherization work, for disposal of debris removed from the job site, for staff training or for fringe benefits.
- 7.0 The Contractor is responsible for any job-related illness or injury to workers in his/her employ and/or weatherization clients, and shall indemnify and hold harmless the City, the City weatherization staff and weatherization clients in the event an on-the-job illness or injury occurs.

- 8.0 The Contractor must submit itemized materials and labor cost statements for each weatherization dwelling unit completed. All weatherization work is performed on a reimbursement basis. No draws and/or advances shall be provided under this or any subsequent agreement. Payment for labor and materials shall be made only when the completed dwelling unit has passed the agency's final dwelling unit inspection. Payment will normally be made within 10 to 30 days of final agency dwelling unit acceptance.
- 9.0 Each unit assigned pursuant to this contract must be completed in a timely and expeditious manner. The City shall provide a work schedule that shall ensure that its contractual obligations to TDHCA are met. Failure of Contractor to perform in accordance with said schedule shall be grounds for termination of the weatherization services agreement. The Contractor will report only fully completed homes to the City for final inspection and payment.
- 10.0 Contractor must correct any bona-fide materials and/or workmanship deficiency identified during the agency final dwelling unit inspection. Failure to take required corrective action within a reasonable time period (normally 5 working days) may result in termination of this agreement.
- 11.0 The Contractor must recognize the special needs and concerns of low-income, elderly and handicapped clients and must ensure that clients are at all time treated respectfully and courteously. Contractor and/or staff must conduct themselves in a professional manner at all times.
- 12.0 The Contractor must retain all work and cost records for a minimum period of three (3) years after payment for the dwelling unit has been made and all other documentation to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements.
- 13.0 The weatherization program is federally funded. Any known or suspected incident of fraud or program abuse involving Contractor or the Contractor's staff will be reported to the appropriate state or federal investigative body or official.
- 14.0 The Contractor must meet the Copeland "anti-kickback" requirements and must provide assurance of same.
- 15.0 The Contractor must meet Contract Work Hours & Safety Standards Act requirements and must provide assurance of same.

I HEREBY ACKNOWLEDGE HAVING READ AND CERTIFY THAT I UNDERSTAND AND FULLY ACCEPT ALL THE CONTRACTUAL TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN AND WHICH SHALL BE INCLUDED IN ANY WEATHERIZATION CONTRACT DOCUMENT EXECUTED PURSUANT TO THIS SOLICITATION.

RESPONDENT'S SIGNATURE

DATE

Attachment I
Itemized Material/Labor Bid Sheet

NOTE: REFERENCE TDHCA INSTALLATION STANDARDS MANUAL (I. S. M.) SECTIONS 4.1- 44.4, 4.13 & 4.14 FOR REPLACEMENT DOOR INSTALLATION STANDARDS. BID PRICE TWO COATS THOMPSON'S WATER SEAL WITH STAIN (OR EQUAL). BID INCLUDING REMOVAL AND REINSTALLATION OF ANY EXISTING STORM DOORS.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
1	3'0" PREHUNG DOOR UNIT (includes dead bolt, lock-set, front door must include peep-hole)		
2	2'6" PREHUNG DOOR UNIT (includes dead bolt and lock-set)		
3	2'8" PREHUNG DOOR UNIT (includes dead bolt and lock-set)		
4	2'6" HOLLOW CORE DOOR UNIT		
5	2'8" HOLLOW CORE DOOR UNIT		
6	32"x 72" MOBILE HOME DOOR		
7	32"x 76" MOBILE HOME DOOR		
8	34"x 76" MOBILE HOME DOOR		
9	KITCHEN SINK FAUCET		
10	BATHROOM SINK FAUCET		
11	BATHTUB FAUCET WITH SHOWER DIVERTER		
12	BATHTUB FAUCET		
13	4"x 4" CERAMIC TILE (SQ.FT.)		
14	KEYED-ALIKE ENTRY & DEADBOLT LOCKSET (I. S. M. 4.8, 4.9)		
15	DOOR SILL (EACH)		
16	DOOR JAMB (17") (I. S. M. 4. 12)		
17	DOOR CASING (2 & 1/8") PER FOOT (I. S. M. 4. 11)		
18	SILICONE BULB JAMB-UP WEATHER-STRIP		

NOTE: ALL WEATHERSTRIP IS TO BE INSTALLED AS SPECIFIED IN THE INSTALLATION STANDARDS MANUAL (I. S. M.) SECTION 3.1 THROUGH 3.12.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
19	CONCEALED DOOR BOTTOM WITH DRIP CAP W/S (I. S. M. 4. 12)		
20	DOOR SWEEP W/S (I. S. M. 4. 12)		
21	3 & ½" SADDLE THRESHOLD (I. S. M. 4.11)		
22	4" SADDLE THRESHOLD (I. S. M. 4.11)		
23	DOUBLE PANE REPLACEMENT WINDOWS, R-3 (BID PER UNITED INCH)		

NOTE: REFERENCE INSTALLATION STANDARDS MANUAL (I. S. M.) SECTIONS 5.1 THROUGH 5.15 FOR REPLACEMENT WINDOW & GLASS STANDARDS.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
24	CUSTOM REPLACEMENT WINDOWS, SINGLE STRENGTH (PER U.I.)		
25	CUSTOM REPLACEMENT WINDOWS, DOUBLE PANE INSULATED GLASS (colonial, white or brown) (PER U.I.)		
26	CUSTOM REPLACEMENT WINDOWS, DOUBLE PANE INSULATED GLASS (mill finish) (PER U.I.)		
27	DOUBLE STRENGTH REPLACEMENT GLASS (PER U. I.)		
28	SINGLE STRENGTH REPLACEMENT GLASS (PER U. I.)		
29	REMOVE AND REINSTALL EXISTING STORM WINDOWS (PER WINDOW)		
30	WINDOW SILL EACH (WATERSEALED)		
31	SASHLOCK (& APPROVED PLASTIC SHIMS)		
32	REPAIR WINDOW SASH TOP OR BOTTOM (EACH)		
33	PULLEY SEALS (PER PAIR)		
34	FOAM AIR CONDITIONER WEATHERSTRIP		
35	A/C FILLER (install insulation board around window unit and foam w/s)		

NOTE: ALL CAULK TO BE INSTALLED PER TDHCA INSTALLATION STANDARDS MANUAL SECTION 1.1 THROUGH 1.7.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
36	25 YEAR SILICONE- ACRYLIC (CLEAR) PER STANDARD TUBE		
37	WEATHER-STRIP FOAM TAPE		
38	ELECTRICAL OUTLET COVERS SWITCHES AND PLUG PLATES		
39	OUTLET GASKETS BID PER GASKET (I. S. M. SECTION 2)		
40	¼" SHEETROCK (PER SQ. FT. TO INCLUDE TAPE & FLOAT)		
41	½" SHEETROCK (PER SQ. FT. TO INCLUDE TAPE & FLOAT)		
42	½" SHEETROCK OVER 32sq.ft. (PER SQ. FT. TO INCLUDE TAPE & FLOAT)		
43	TAPE & FLOAT EXISTING SHEETROCK (PER LN.FT.)		
44	GREEN ROCK ½" WATER RESISTANT DRYWALL (PER LN. FT.)		
45	LAMINATED WALL BOARD (BID PER SQ. FT.)		
46	3/8" CDX PLYWOOD (PER SQ. FT.)		
47	½" CDX PLYWOOD (PER SQ. FT.)		
48	¾" CDX PLYWOOD (PER SQ. FT.)		
49	WINDOW GLAZING (PER TUBE)		
50	PRIMER PAINT (PER GALLON)		
51	PRIMER PAINT (PER ½ GALLON)		
52	VINYL FOR FLOORS (PER SQ. FT.)		

NOTE: ALL WOOD SIDING TO INCLUDE TWO COATS THOMPSON'S WATER SEAL WITH STAIN, PAINT PRIMER (OR EQUIVALENT AND TO INCLUDE ALL REQUIRED FASTNERS).

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
53	6" 105 SIDING (PER LN. FT.)		
54	8" 105 SIDING (PER LN. FT.)		
55	117 SIDING (BID PER LN. FT.)		
56	MASONITE LAP-SHEET SIDING (PER LN. FT.)		
57	1/4" ROUND TRIM (BID PER LN. FT.)		
58	BASE AND DOOR TRIM (BID PER LN. FT.)		

NOTE: ALL LUMBER TO BE NUMBER 2 QUALITY, TREATED WITH TWO COATS THOMPSON'S WATER SEAL WITH STAIN, PAINT PRIMER (OR EQUIVALENT) AND INCLUDE ALL REQUIRED FASTENERS.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
59	1X2" LUMBER (PER LN. FT.)		
60	1X4" LUMBER (PER LN. FT.)		
61	1X6" LUMBER (PER LN. FT.)		
62	2X4" LUMBER (PER LN. FT.)		
63	2X6" LUMBER (PER LN. FT.)		
64	ALUMINUM ROOF COAT (BID PER GALLON)		
65	PLASTIC ROOF CEMENT (BID PER GALLON)		
66	ROOF TAR (PER 1 GALLON CAN)		
67	TUB KIT & FIBERGLASS 3 PIECE		
68	P-TRAP KIT PVC		

NOTE: REFER TO INSTALLATION STANDARDS MANUAL, SECTION 7, FOR ATTIC INSULATION REQUIREMENTS (7.1 THROUGH 7.9) BID PRICE TO INCLUDE ALL BAFFLING AND BAFFLE MATERIALS, ATTIC ACCESS BATTS AND BAFFLES, ETC. (AS NEEDED TO MEET STANDARDS)

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
69	BLOWN FIBERGLASS INSULATION R-30 (PER SQ. FT.)		
70	BLOWN FIBERGLASS INSULATION R-30 (PER SQ. FT.)		
71	BLOWN CELLULOSE INSULATION R-30 (PER SQ. FT.)		
72	BLOWN CELLULOSE INSULATION R-19 (PER SQ. FT.)		
73	BLOWN FIBERGLASS WALL INSULATION R-11 (PER SQ. FT.)		
74	74. BLOWN CELLULOSE WALL INSULATION R-11 (PER SQ. FT.)		
75	BAT WALL INSULATION R-11 (PER SQ. FT.)		
76	BATT INSULATION R-19 (PER SQ. FT.)		
77	BATT INSULATION R-30 (PER SQ. FT.).		
78	12X 18" GABLE VENT (GALVANIZED)		
79	18X 24" GABLE VENT (GALVANIZED)		
80	15" GRAVITY VENT		
81	ATTIC ACCESS (HATCH) ISM 7.10		
82	6"X 12" INTERIOR VENTS (DUCT VENTS)		
83	EXHAUST FAN (VENTED TO OUTSIDE)		

NOTE: SKIRTING IS TO BE TRIPLE LOCK VINYL AND MUST INCLUDE TOP CAP AND BOTTOM RAIL. PERFORATED (VENTED) PANELS TO BE INSTALLED EVERY 8TH PIECE.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
84	MOBILE HOME SKIRTING (30") BID PER LN. FT.		
85	FOUNDATION UNDERPINNING (VINYL) BID PER LN. FT.		
86	FOUNDATION UNDERPINNING (STUCCO) BID PER LN. FT.		
87	PIPE INSULATION (PER LN. FT.- I. S. M. 6.1-6.4)		
88	3 & ½" VENT PIPE ESCUTCHEON (EACH) Water Heater		

NOTE: STANDARDS FOR STORM WINDOW AND SOLAR SCREEN INSTALLATION ARE CONTAINED IN SECTIONS 8 & 9 OF THE STANDARDS MANUAL.

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
89	CUSTOM, SINGLE STRENGTH STORM WINDOW (PER UNITED INCH)		
90	SOLAR SCREEN (TO 95 UNITED INCHES/ BID PER UNITED INCH)		
91	SOLAR SCREEN (MORE THAN 95 UNITED INCHES/ BID PER UNITED INCH)		
92	REMOVE AND REPLACE BURGLAR BARS (PER WINDOW)		

NOTE: ITEMIZED HEATING AND COOLING REPAIR OR REPLACEMENT

ITEM #	ITEM DESCRIPTION	MATERIAL COST	LABOR
93	REPLACE EXISTING CENTRAL A/C UNIT 30,000 BTU'S 10 SEER, (include permit, concrete pad and new thermostat)		
94	REPLACE EXISTING CENTRAL A/C UNIT 36,000 BTU'S 10 SEER, (include permit, concrete pad and new thermostat)		
95	REPLACE EXISTING CENTRAL A/C UNIT 30,000 BTU'S 12 SEER, (include permit, concrete pad and new thermostat)		
96	REPLACE EXISTING CENTRAL A/C UNIT 36,000 BTU'S 12 SEER, (include permit, concrete pad and new thermostat)		
97	REPLACE EXISTING CENTRAL HEATING UNIT 50,000 BTU'S 90% efficiency, (include permit and new thermostat)		
98	REPLACE EXISTING CENTRAL HEATING UNIT 75,000 BTU'S 90% efficiency, (include permit and new thermostat)		
99	REPLACE EXISTING CENTRAL HEATING UNIT 100,000 BTU'S 90% efficiency, (include permit and new thermostat)		
100	10,000 BTU GAS SPACE HEATER WITH STAND (include flex line)		
101	12,000 BTU GAS SPACE HEATER WITH STAND (include flex line)		
102	18,000 BTU GAS SPACE HEATER WITH STAND (include flex line)		
103	GAS RANGE 24" (include flex line)		
104	GAS RANGE 30" (include flex line)		
105	AIR CONDITION WINDOW UNIT 5000 BTU'S (10 SEER)		

106	AIR CONDITION WINDOW UNIT 8000 BTU'S (10 SEER)		
107	AIR CONDITION WINDOW UNIT 10,000 BTU'S (10 SEER)		
108	AIR CONDITION WINDOW UNIT 12,000 BTU'S (10 SEER)		
109	AIR CONDITION WINDOW UNIT 18,000 BTU'S (10 SEER)		
110	STANDARD PREVENTIVE MAINTENANCE FOR CENTRAL A/C UNITS		
111	STANDARD PREVENTIVE MAINTENANCE FOR CENTRAL HEATING UNITS		
SUB TOTALS			
GRAND TOTAL			

PLACE THIS
AMOUNT ON THE
BID SOLICITATION
SHEET

**ATTACHMENT II
BIDDER'S EXPERIENCE**

1.0 RECORD OF PAST PERFORMANCE

List below the names, addresses and phone numbers of four references (individuals or agencies) for which you (or your firm) have performed service in the past 12 months. For each reference, check the tasks/ activities that were completed. You may also include up to four reference letters stating the tasks that were performed for the individual or agency. At least three of the five listed tasks or activities must have been completed in order for the reference to qualify. Additional references may be listed to ensure that four (4) reference contacts may be made. Each reference will be contacted and asked the following questions:

1.1 Specifically, what work did this firm (or individual) complete?

1.2 Please rate the quality of the work completed. Was the Contractor's work

Very Good Good Fair Poor

1.3 Did the Contractor complete the work in a timely and efficient manner?

1.4 Was the Contractor (and/or Contractor's staff) courteous and respectful?

Reference Name:	Caulk/WX Strip	Insulation	Door/Window Replaced	Repair	Storm Window
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**2.0 State the number of years you/your firm have performed residential work. _____
Years.**

**2.1 Please attach information that can be used to verify your years of
experience.**

**ATTACHMENT III
FINANCIAL & TECHNICAL RESOURCES**

1.0 FINANCIAL RESOURCES

List three trade references from which you (or your firm) have purchased weatherization materials within the last 12 months. References that cannot be contacted will not qualify. Please do not list relatives or personal friends. Additional references can be listed at the bidders option to ensure that three (3) references can be contacted and asked the following questions.

- 1.1 Has this firm (or individual) been timely in meeting their financial obligations to you/ your company?**
- 1.2 Would you characterize this firm (or individual) as honest, fair and responsible?**
- 1.3 Have you or would you extend credit to this individual and if so, in what amount and under what terms?**

REFERENCE 1

NAME	ADDRESS	PHONE
------	---------	-------

REFERENCE 2

NAME	ADDRESS	PHONE
------	---------	-------

REFERENCE 3

NAME	ADDRESS	PHONE
------	---------	-------

*****OPTIONAL ADDITIONAL REFERENCES*****

REFERENCE 4

NAME	ADDRESS	PHONE
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REFERENCE 5

NAME	ADDRESS	PHONE
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2.0 TECHNICAL RESOURCES

2.1 Field Staff Experience

- 2.1.1 Will you personally supervise the weatherization work performed pursuant to this solicitation? If so, please attach a resume showing relevant technical knowledge and expertise. If not, please indicate the name of the individual who will provide personal supervision and attach a resume showing relevant technical knowledge and expertise.

- 2.1.2 Will you personally perform the weatherization work pursuant to this solicitation? If not please name the staff who will perform the weatherization activities and enter the requested information for each staff member.

(Name) Weatherization experience () Y () N

(Name) Weatherization experience () Y () N

(Name) Weatherization experience () Y () N

ATTACHMENT IV
LEGAL AND OTHER BIDDER REQUIREMENTS

- 1.0 Please provide a notarized statement attesting that your firm is not listed on any federal, state or local (i.e. GSA/HUD/GAO/TDHCA) list of debarred, suspended and ineligible Contractors and guarantees.
- 2.0 Please provide a notarized statement attesting that your firm complies with the Department of Fair Labor Standards Act and that your firm meets all equal employment, affirmative action and non-discrimination regulations.
- 3.0 Is your firm ☐ a minority owned enterprise?
 ☐ a woman owned enterprise?
 ☐ both?
 ☐ none of the above?
- 3.1 Please attach information that can be used to verify your response. Label the attachment "Minority Status."

**ATTACHMENT V
WEATHERIZATION ASSISTANCE PROGRAM
CONTRACT FOR SERVICES**

STATE OF TEXAS

COUNTY OF TARRANT

This contract is made and entered into by and between the City of Fort Worth ("City"), acting by and through Libby Watson, its duly authorized Assistant City Manager, and _____ by and through _____, its duly authorized representative _____ business address is _____.

WHEREAS, the City of Fort Worth has been notified that it will receive weatherization grant monies from the Texas Department of Housing Community Affairs (TDHCA) for the program year 2007 ; and 2008 .

WHEREAS, the primary purpose of the TDHCA program is to benefit the elderly, handicapped and low income citizens of Tarrant County; and

WHEREAS, the citizens of Fort Worth, the Community Development Council and the City Council of Fort Worth have determined that home weatherization services are needed by low income citizens of Tarrant County;

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That, the parties covenant and agree as follows:

1.0 Scope of Services

- 1.1 Contract will provide all labor and materials necessary to perform and complete weatherization measures to the houses listed on City of Fort Worth Invitation to Bid Number 06-0330 attached hereto, which work will consist of the items specified in the Weatherization Work Schedule for each individual house which Weatherization Work Schedules are also attached hereto. Both the Invitation to Bid and the Weatherization Work Schedules are made a part of this contract.
- 1.2 Any work in excess of that specified on the Weatherization Work Schedule and not authorized by the City will be a disallowed cost and the Contractor will receive no compensation for that work.
- 1.3 **Workmanship and quality of materials must be in accordance with City, State and Federal building codes and regulations and according to the Weatherization Installation Standards for the State of Texas. A copy of this manual may be obtained by calling (817) 392-7386 or by writing the Weatherization Assistance Program, Housing Department, 908 Monroe Street, Throckmorton Street, Fort Worth, Texas 76102.**

- 1.4 The City Housing Inspector will inspect all completed weatherization work before payment to the Contractor is approved. The Contractor is responsible, at his own expense for the repair or replacement of all materials or workmanship that does not meet program standards. Such return work shall be completed within five (5) days from notification by the City Housing Inspector.
- 1.5 The Contractor will obtain and pay for any permits that may be required for the performance of any applicable weatherization work specified on the Weatherization Work Schedule.
- 1.6 The Contractor shall:
 - 1.6.1 Provide all tools required to complete all work;
 - 1.6.2 Provide all materials required, with materials to be in accordance with specifications shown in the Weatherization Installation Standards for the State of Texas;
 - 1.6.3 Arrange and schedule all work with the homeowner/occupant, in accordance with City- designated order, if applicable;
 - 1.6.4 Provide all transportation of tools, materials and personnel to job sites;
 - 1.6.5 Provide adequate, trained on-site supervision of all work;
 - 1.6.6 Protect homeowner's property from damage or loss during work, and maintain same in as good condition as before work started;
 - 1.6.7 Notify the City of Fort Worth immediately of any problems with work, material delivery, or homeowner; and if any special work not shown on the Weatherization Work schedule is needed;
 - 1.6.8 Begin work within five (5) days of work assignment; 2) work continuously on a unit after work is started, and complete each unit in a reasonable amount of time [normally three (3) working days.] (Written time extensions may be granted if requested in writing and justified by weather, illness, accident or other unforeseen circumstances);
 - 1.6.9 Report only fully completed units to agency for final inspection;
 - 1.6.10 Take any necessary corrective action on incomplete or unsatisfactory work as determined by agency's inspection;
 - 1.6.11 Keep homeowners' identities and circumstances confidential;

1.6.12 Not hire or purchase materials from any person:

1.6.12.1 Who is currently an employee, agent, consultant, officer, official, or Board Member of the City of Fort Worth and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or

1.6.12.2 Who is in a position to participate in a decision- making process or gain inside information with regard to such activities, or members of their immediate families; nor shall Contractor offer or provide gratuities, or anything of monetary value to City employees, officers, or agents;

1.6.13 Not solicit WAP clients to perform work on their own units for a period of a minimum of six months after work on that unit is completed;

1.6.14 Not bid on or perform work on unit owned or occupied by members of the Contractors' immediate family by blood or marriage relationship.

1.6.15 Courtesy, understanding and respect for the owner/occupant are just as much a part of the weatherization program as caulk and insulation:

1.6.15.1 The Contractor shall be courteous and considerate of residents and shall do the work with the least possible inconvenience on the part of the residents;

1.6.16 The Contractor shall not solicit additional business from the owner/occupant while working on homes under this contract;

1.6.17 The Contractor shall repair, at no additional cost to the City or the owner/occupant, all surfaces damaged by the Contractor on the dwelling as a result of the weatherization work; and

1.6.18 The Contractor shall leave the premises in at least broom clean condition. Any materials, fixtures and equipment owned by the owner/occupant, which are removed and not reinstalled shall be removed from the premises unless the owner/occupant requests that they be left. These and other materials, as well as other rubbish and debris resulting from the weatherization work shall be removed from the job site promptly after completion of work.

2.0 Funding and Payment

- 2.1 Payment to the Contractor will be made after completion of work on each house. Contractor shall submit invoices for services rendered, according to procedure outlines in the Billing Instructions, Paragraph 8 of the Standard Specifications and Conditions, and use the form in Exhibit I to submit invoices to the Housing Department.
- 2.2 The Director of the Department of Housing or her designee shall condition all payments upon the inspection and approval of work. Payments will be made on an individual house basis after acceptance of work by the Housing Department.
- 2.3 The Contractor is responsible for maintaining and submitting necessary documents and reports as may be required by the City on Weatherization Projects. Required documents include:
 - 2.3.1 Unit Completion Form, (request a final inspection);
 - 2.3.2 Invoice for material, labor and total charge for each home weatherized;
 - 2.3.3 Itemized materials invoice;
 - 2.3.4 Warranty and Certification of Labor and Materials Warranty Form (form provided); and
 - 2.3.5 Bills Paid Affidavit, (form provided).
- 2.4 These documents must be submitted with the invoices. Payment to the Contractor will be made within thirty (30) days after the submission of all documents according to the Billing Instructions.
- 2.5 The Contractor must provide the City with a written warranty that all weatherization work and materials will be free from defects for one (1) year from the date of final acceptance of the weatherization work by the Housing Inspector of the City of Fort Worth.

3.0 Reports and Audits; Liquidated Damages

- 3.1 Contractor will cooperate fully with City in monitoring the Weatherization Assistance Program. In this regard, Contractor agrees to keep records sufficient to document its compliance with all applicable laws, regulations and contract terms.
- 3.2 All records shall be retained for three (3) years following the date of termination of this agreement. City, TDHCA and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Contractor under this contract for the purpose of audit, examination, exception and transcription at all reasonable hours at all offices of Contractor. The City may conduct a single audit of all Contractors' operations upon demand by an independent public accountant of City's choice, in accordance with OMB Circular A-128.

- 3.3 The types of audit documentation required from the successful Contractor(s) may include, and is not limited to:
- 3.3.1 Payroll Register to verify labor charges
 - 3.3.2 Job costs for each property including all materials used, quantities of materials used, unit costs, names of workers who assisted in the weatherization, hourly rates, and the number of hours worked for each worker
 - 3.3.3 Invoices from suppliers
 - 3.3.4 Canceled checks to verify payments to personnel and suppliers
 - 3.3.5 Bank statements to trace payments for material, labor and City payments
- 3.4 Contractor covenants and agrees that, in the event an audit is conducted by City or on behalf of the City, which audit reveals any improper expenditures by Contractor, its officers, agents, servants, employees and/or subcontractors, of the funds granted hereunder and such questioned costs are disallowed and become final under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the contract audited.
- 3.5 In case such disallowed cost becomes final as herein set out, Contractor agrees to pay City said sum as liquidated damages for Contractor's failure to perform duties, bear the liabilities and fulfill the obligations imposed upon it by this agreement, and City agrees to accept and take said cash payment as its total damages and relief hereunder in such event. The parties hereto agree that City's actual damages, in the event of a default by Contractor, would be difficult to ascertain and the parties, therefore, agree that such amount as shall be determined by said final disallowed cost is to each of them, reasonable as liquidated damages.

4.0 Applicable Laws

4.1 Federal

- 4.1.1 Contractor agrees to comply with the following laws and the regulations issued there under as they are currently written or are hereafter amended during the performance of this contract:
 - 4.1.1.1 Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq)
 - 4.1.1.2 Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq)
 - 4.1.1.3 Executive Orders 11063, 11246, as amended by 11375 and as supplemented by Department of Labor regulations (41 CFR, Part 60)

4.1.1.4 The Age Discrimination in Employment Act of 1975 (42 USC 6101 et seq)

4.1.1.5 Section 504 of the Rehabilitation Act of 1973 (29 USC 794)

4.1.1.6 Immigration Reform and Control Act of 1986 (Pub. L. 99-603, 100 Stat. 3359, as amended), specifically including the provisions requiring employer verification of the legal worker status of its employees.

4.1.1.7 Housing and Community Development Act of 1987 (Pub. L. 100-242, 101 Stat. 1815, as amended)

4.1.1.8 The Americans with Disabilities Act of 1990 (42 USC 12101 et seq)

4.1.2 Contractor, in the operation of its program, will also comply with Office of Management and Budget Circular A087 and attachments and revision thereto; regarding principles for determining costs for TDHCA- funded programs.

4.2 Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR Part 3)

This Act provides that each Contractor shall be prohibited from inducing by any means, and person employed in the Construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4.3 Environmental Acts

4.3.1 Contract Work Hours and Safety Standards, Sections 103 and 107 (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). Sec. 103 provides that Contractor shall compute wages of mechanics and laborers on the basis of a 40- hour workweek. Work in excess of this amount shall be compensated at a rate of not less than 1 ½ times the rate of pay for the standard work week.

4.3.2 Sec. 107 provides that Contractor shall be prohibited from requiring any mechanic or laborer to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety according to D. O. L. regulations.

4.3.2.1 Clean Air Act (42 USC 1857 [h]), Sec. 306

4.3.2.2 Clean Water Act (33 USC 1368), Sec. 508

4.3.2.3 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15).

4.3.3 These Sections prohibit the use of facilities included on the EPA List of Violation Facilities in the Performance of the contract, or if a facility has been convicted of violation of either the Clean Air Act or Clean Water Act. Contractor shall report any violations to City.

4.3.3.1 Energy Policy and Conservation Act (PL 94-163, as amended).

4.3.4 Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State of Texas Energy Conservation Plan issued in compliance with the Act.

4.4 Other Laws

4.4.1 Contractor and covenants agrees that its officers, members, agents, employees, or subcontractors, shall abide by and comply with all other laws, federal, state and local, relevant to the performance of this contract, including all ordinances, rules and regulation of the City of Fort Worth. Contractor further promises and agrees that it has read, and is familiar with, terms and conditions of the TDHCA Grant under which funds are granted and that it will fully comply with same. It is agreed and understood that, if City calls the attention of Contractor to any such violations on the part of Contractor or any of its officers, members, agents, employees or subcontractors, then Contractor shall immediately desist from and cease such violation.

4.4.2 Contractor agrees to use its best efforts to giving women-owned business concerns, small and disadvantaged business concerns and labor surplus area business concerns the maximum practicable opportunity to participate in subcontracts it awards, to the fullest extent consistent with the efficient performance of its contract.

5.0 Prohibition Against Discrimination

5.1 Generally

Contractor, in the execution performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its officers, members, agents, employees, subcontractors or program participants to engage in such discrimination.

5.2 Employment

5.2.1 During the performance of this contract, Contractor agrees, and will require all of its subcontractors to agree, as follows:

5.2.1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination **clause**.

5.2.1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

5.3 Age

5.3.1 In accordance with the policy of the Executive Branch of the federal government, Contractor covenants that neither it nor any of its officers, members, agents, employees, program participants or subcontractors, while engaged in performing this contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

5.3.2 Contractor further covenants that neither it nor its officers, members, agents, employees, subcontractors, program participants, or persons acting on their behalf, shall specify in solicitations or advertisements for employees to work on this contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

5.4 Disability

In accordance with provision of the Americans With Disabilities Act of 1990 ("ADA"), Contract warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability terms and/or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provision and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractors' alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

6.0 Prohibition Against Interest

- 6.1 No member, officer or employee of City or its designees or agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program funded hereunder during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. Contractor shall incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.
- 6.2 No office, employee, member or program participant of Contractor or its subcontractors shall have a financial interest, direct or indirect, in this contract or the monies transferred hereunder or be financially interested, directly, or indirectly, in the sale to Contractor of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Contractor, as an officer, employee, member or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of Contractor or its subcontractors shall render this contract voidable by the City of Fort Worth.

7.0 Subcontracting and Non-Assignment

- 7.1 Contractor will not assign or subcontract any or all of its rights or responsibilities under this contract without the prior written approval of City. Any purported assignment without such approval will be a breach of this contract and void in all respects.
- 7.2 The Contractor shall not subcontract more than twenty-five percent (25%) of the work to be performed pursuant to this contract.

8.0 Independent Contractor

- 8.1 Contractor shall operate hereunder as an independent Contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees. The doctrine of respondent superior shall not apply as between City and Contractor, its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor. It is expressly understood and agreed that no officer, member, agents, employee, subcontractor, licensee or invitee of the Contractor, nor any program participant hereunder, is in the paid service of City and that City does not have the legal right to control the details of the tasks performed hereunder by Contractor, its officers, members, agents, employees, subcontractors, program participants licensees or invitees.
- 8.2 City shall in no way nor under any circumstance be responsible for any property belonging to Contractor, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged; and Contractor hereby indemnified and holds harmless City and its officers, agents, and employees from and against any and all claims or suits.

9.0 Indemnity

- 9.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, City and its officers, agents, servants and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or non performance of this contract and agreement and/or the operations, activities and services of the programs described herein, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Contractors or subcontractors of City; and Contractor hereby assumes all liability and responsibility of City and its officers, agents, servants and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this contract and agreement and/or the operations, activities and services of the programs described herein, whether or not caused in whole or in part, by alleged negligence of officers, agents, servants, employees, Contractors or subcontractors of City.

- 9.2 Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless City from and against any and all injury, damage or destruction of property of City, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants, or caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Contractors or subcontractors of City.

10.0 Waiver of Immunity

If Contractor, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, Contractor hereby expressly waives its rights to plead defensively such immunity or exemption as against City. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

11.0 Public Liability Insurance

- 11.1 Contractor shall furnish a certificate of insurance as proof that it has secured and paid for policies of public liability and automobile liability insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this contract in the following amounts:
- 11.1.1 General Liability- bodily injury and property damage in an amount not less than \$500,000 combined single limit with the understanding and agreement by Contractor that such insurance amounts shall be revised upward at City's option and that Contractor shall revise such amounts within thirty (30) days following notice to Contractor of such requirements.
- 11.1.2 Contractor also covenants and agrees to furnish the City of Fort Worth with a certificate of insurance as proof that it has obtained and paid for policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of Contractor active in the Program funded under this contract; and Contractor agrees to require its subcontractors to carry adequate Workers' Compensation Insurance in the amounts required by State law. No work under this contract may commence until all certificates of insurance have been delivered to the offices of the Weatherization Assistance Program of the City of Fort Worth.
- 11.1.3 Contractor will submit to City documentation that it has obtained insurance coverage and has executed bonds as required in the contract within thirty (30) days of the execution of this contract.

12.0 Termination

- 12.1 City may terminate this contract whenever such termination is determined to be in the best interest of City, in event of Contractor's default, inability, or failure to perform or to comply with any of the terms herein, or for other good cause, including substandard work.
- 12.2 Substandard work shall be defined as material or workmanship deviating from or falling short of standard as prescribed by Appendix A- Standards for Weatherization Materials, published in Title 16, Code of Federal Regulation, or the State of Texas Weatherization Standards Manual.
- 12.3 Termination may occur if the quality and quantity of work is determined to be substandard. Once this determination has been made, Contractor will be notified and will be given thirty (30) days in which to improve its performance, after which time this contract may be either continued or terminated, at the sole discretion of City.
- 12.4 Termination will be effected by written notice to Contractor, specifying the portions of the contract affected and the effective date of termination. Upon Contractor's receipt of such termination notice, Contractor will:
 - 12.4.1 Stop work under the contract on the date and to the extent specified by City;
 - 12.4.2 Cease expenditures of TDHCA monies, except as necessary for completion of portions of the contract not terminated: and
 - 12.4.3 Terminate all orders and contracts to the extent that they relate to terminated portions of the contract.
- 12.5 Contractor will return to City any unused monies previously distributed under this contract within thirty (30) days of the effective date of contract termination.

13.0 Changes and Amendments to Law; Automatic Incorporation

Any change in the terms of this contract which is required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment hereto in writing and executed by both parties to this contract.

14.0 Political Activity and Lobbying

- 14.1 No funds provided under this contract may be used to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, nor to lobby state or local elected officials.

- 14.2 No federal appropriated funds may be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

15.0 Legal Authority

- 15.1 Contractor represents that it possesses the practical ability and the legal authority, to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.
- 15.2 The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.
- 15.3 Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Contractor is liable to Department for any money it has received from Department.
- 15.4 Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas.
- 15.5 This written instrument and the exhibits attached hereto, which are incorporated by reference and made a part of this contract for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereto shall be void. Any amendments to the terms of this contract must be in writing and must be approved by City.

List Of Materials Most Commonly Used On Units That Are Weatherized

Gas Range, 24" & 30"	Kitchen sink faucet
Blown cellulose insulation R-30	Bathroom sink faucet
Blown cellulose insulation R-19	Bathtub faucet w/diverter
Blown cellulose insulation R-11	Bathtub faucet
Blown fiberglass insulation R-30	Tub Kit & fiberglass surround, 3-pc.
Blown fiberglass insulation R-11	Double Pane Insulated Glass
Windows	
Batt insulation R-30	Double Strength Replacement glass
Batt insulation R-11	Custom Single Strength Storm
Window	
Batt insulation R-19	Single Strength Replacement glass
Solar Screens	Window Glaze (tube)
Remove/Replace Burglar Bars	Window Sill
18" x 24" Galvanized Gable Vent	
15" Gravity Vent	
Attic Access Hatch (I.S.M. 7.10)	
6" x 12" interior Duct vents	3-1/2" vent pipe escutcheon
3' 0" Pre-hung door unit	Door Jamb, 17" (I.S.M. 4.12)
2'8" Pre-hung door unit	Door sweep w/s (I.S.M. 4.12)
Doorsill	
Keyed alike entry deadbolt and lock-set	
Concealed door bottom with drip cap	Silicone bulb jamb-up weather-strip
3-1/2" Threshold saddle	4" Threshold saddle
25-year silicone acrylic (clear caulking)	
Weather Strip Foam Tape	
Electrical outlet gaskets	
Electrical outlet covers	1/4" Sheetrock installed and including
tape & float 1/2" Greenrock installed	1/2" Sheetrock installed and
including tape & float Tape & float existing sheet-rock	3/8", 1/2", and
3/4" plywood	
Space heaters: 10,000btu, 12,000btu and 18,000btu	
A/C window units: 5000btu, 8000btu, 10,000btu, 12,000btu and 18,000btu	
A/C central units: 30,000btu, 10 Seer; 36,000btu, 10 Seer; 30,000btu, 12 Seer;	
36,000btu, 12 Seer; 50,000 btu, 90% efficiency.; 75,000btu, 90%	
efficiency. ; 100,000btu, 90% efficiency	
6" 105 Wood Siding (per lin. ft.)	1" x 2" Lumber (per lin. ft.)
8" 105 Wood Siding (per lin. ft.)	1" x 4" Lumber (per lin. ft.)
117 Wood Siding (per lin. ft.)	1" x 6" Lumber (per lin. ft.)
Masonite Lap-Sheet Siding (per lin. ft.)	2" x 4" Lumber (per lin. ft.)
1/4" Round Trim (per lin. ft.)	2" x 6" Lumber (per lin. ft.)
Base and Door Trim	

**CITY OF FORT WORTH
HOUSING DEPARTMENT
REQUEST FOR PAYMENT
WEATHERIZATION**

Homeowner
Address/Inv. #.:
FORT WORTH, TX

Vendor's Name
Vendor's Address:
Anywhere City, TX 12345

FINAL

Invoice Date: _____

Pay Entity: Purchase Order # _____ Amount Requested: \$ _____
_____ LINE # _____ - _____

F/A/C: **GR76/539120/005200128020**
.....

Housing
Signature: I hereby certify that all work is completed as indicated on the contractors
Payment request. I approve payment in the amount of
\$ _____

Signature: _____ Date _____

.....

Final inspection conducted by : _____ Date _____

Amount of Invoice..... \$ _____

New Construction
Fort Worth, Texas
PH(817) 333-3333Fax: 817-333-3331

Name
Address
City,State

Invoice

					DATE	INVOICE NO.
					12/28/2006	11111111
Crew Leader:	QTY.	PRICE	PRICE	TOTAL	TOTAL	SUB
DESCRIPTION	(Unit of Measure)	Labor	Material	Labor	Material	TOTAL
Weatherstrip Foam Tape C/H Door	1			\$ -	\$ -	\$ -
2'8" Prehung Door R/H Door C	1			\$ -	\$ -	\$ -
Silicone Caulking	9			\$ -	\$ -	\$ -
3/4" Cox Plywood Under Kit Sink	8			\$ -	\$ -	\$ -
Silicone Bulb Weatherstrip(Door A)	1			\$ -	\$ -	\$ -
Concealed Door Bottom (Door A)	1			\$ -	\$ -	\$ -
1"x2" Lumber W/H Door	3			\$ -	\$ -	\$ -
Door Sill (Door C)	1			\$ -	\$ -	\$ -
1"x4" Lumber Under Kit Sink	10			\$ -	\$ -	\$ -
Single Str Repl Glass Window #9	39			\$ -	\$ -	\$ -
Adjust Door (Door A)	1			\$ -	\$ -	\$ -
R-19 Blown Fiberglass Attic Insulation	1680			\$ -	\$ -	\$ -
Seal Ducts	10			\$ -	\$ -	\$ -
Seal Plenum	1			\$ -	\$ -	\$ -
Seal Return	1			\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Duct Blaster Reading 175@25				\$ -	\$ -	\$ -
Blower Door Reading 2700@50				\$ -	\$ -	\$ -
				TOTAL	0.00	0.00
						\$ -

IN WITNESS WHEREOF, the parties hereto have executed this contract in Fort Worth, Tarrant County, Texas, this _____ day of _____, A. D. 2007.

ATTEST:

CITY OF FORT WORTH

By: _____
City Secretary

Assistant City Manager

ATTEST:

By: _____
Secretary:

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Date: _____

**ATTACHMENT VI
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; Bids by Nonresident.

Every bidder shall affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information shall result in your bid being declared non-responsive. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Fort Worth**. For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder shall submit this information within five (5) business days after the date of receipt of notification of apparent low bidder status from the **Purchasing Division of the Finance Department**. Failure to provide all required information within this designated period shall result in the apparent low bidder being considered non-responsive, and the second low bidder being considered for award.

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 contractor 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 space provided below if you are a **Texas Resident bidder**:

State your business address in the space provided below if you are a **Nonresident bidder**:

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

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

? Has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, **and**

? Has at least one employee who works in the Texas office

Form prepared by:

(Name)

(Title)

Date: _____

City of Fort Worth, Texas
Standard Purchasing Terms and Conditions

- 1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.
- 2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.
- 3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.
- 4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)
- 5.0 ORDERS -
 - 5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.
 - 5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.
- 6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of

container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

- 7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.
- 8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.
- 9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.
- 11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.
- 12.0 INVOICES -
 - 12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.
 - 12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate.
- 13.0 PRICE WARRANTY -
 - 13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option,

Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.

- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.
- 14.0 **PRODUCT WARRANTY** - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.
- 15.0 **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing; failure to do so shall constitute breach and cause this contract to terminate immediately.
- 16.0 **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS** - As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this bid, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this bid that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.
- 17.0 **PROPRIETARY RIGHTS INDEMNIFICATION** - Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and

damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.

- 18.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
- 19.0 TERMINATION - The performance of work under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer as set forth in clause 13, herein.
- 20.0 ASSIGNMENT - DELEGATION - No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of Buyer's Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 21.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.
- 22.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.
- 23.0 INTERPRETATION AND PRIOR EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.
- 24.0 APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

- 25.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.
- 26.0 INDEMNIFICATION - Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.
- 27.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 28.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
- 29.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid.
- 30.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of

such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

- 31.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.
- 32.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

Revised October 30, 2006

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. By law, 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 CIQ is enclosed with the submittal documents. The form is also available at [**http://www.ethics.state.tx.us/forms/CIQ.pdf**](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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date