



Company Name:

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

*MELISSA LEE, C.P.M., A.P.P.*  
PURCHASING AGENT

**RFQ NO. 2021-088**

**REQUEST FOR QUALIFICATIONS  
FOR ANNUAL CONTRACT FOR  
ENVIRONMENTAL CONSULTING SERVICES**

**RESPONSES DUE MAY 10, 2021  
2:00 P.M.**

**RFQ NO. 2021-088**

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*This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the RFQ package. Respondents are responsible for reading the entire RFQ package and complying with all specifications.*

<b>RFQ FOR ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES</b>
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Tarrant County is soliciting qualifications for **ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES** for **TRANSPORTATION SERVICES** and **FACILITIES MANAGEMENT**.

**Original and Three (3) Copies**  
**OF**  
**COMPLETE RFQ RESPONSES**  
**MUST BE RECEIVED IN THE**  
**TARRANT COUNTY PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76196-0104**  
**ON OR BEFORE MAY 10, 2021 AT 2:00 P.M.**

**All responses are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All responses must be clearly marked with the RFQ Number, the name of the company submitting the qualifications package, and the date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original response must be clearly marked "ORIGINAL" and contain all original signatures.**

**Any response received after the date and/or hour set for the RFQ opening will not be accepted. Respondent will be notified and will advise the Tarrant County Purchasing Department as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the Respondent.** If responses are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the qualifications package to the Tarrant County Purchasing Department before the advertised date and hour set for opening of RFQs. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the advertised date and hour set for the RFQ opening, responses thus delayed will not be considered and will be disposed of as authorized.

Responses may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, responses become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Commissioners' Court.

**No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the request for qualifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Request from interested respondents for additional information or interpretation of the information included in the qualifications package should be directed in writing to:**

**ELIZABETH PIETZSCH, CPCU, SENIOR CONTRACTS ADMINISTRATOR**  
**FAX:817-884-2629**

**All documents relating to this RFQ including but not limited to, the RFQ document, questions and responses, addenda and special notices will be posted under the RFQ number on the Tarrant County website and available for download by respondents and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent prior to award. It is the Respondents' sole responsibility to review this site and retrieve all related documents prior to the RFQ due date.**

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The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, April 27, 2021. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Elizabeth Pietzsch, CPCM, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com).

**Faxed Questions:** Faxed questions **must** reflect the RFQ number **or** include the RFQ cover page.

**Emailed Questions:** The email **must** include the RFQ No. in its subject and confirmation of receipt by Tarrant County is **required**.

**All Response Forms and Questionnaires must be fully completed and included in your response. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.**

This RFQ is issued in compliance with the Chapter 2254 of the Government Code. Negotiations shall be conducted with responsible vendor(s) who submit responses determined to be reasonably susceptible of being selected for award.

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **“CONFIDENTIAL INFORMATION”** and **EACH PAGE** must be marked **CONFIDENTIAL INFORMATION.** Tarrant County will make every effort to protect these papers from public disclosure as outlined in LCG, Texas Government Code, Chapter 552.

Responses shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All responses that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the response and identified as such.

The successful Respondent shall defend, indemnify, and hold harmless Tarrant County from any and all liability or loss of any nature whatsoever arising out of or relating to the Respondent performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

**Continuing non-performance** of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days notice prior to cancellation.

Responses will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies and to make award in the best interest of Tarrant County.

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Responses may be rejected, among other reasons, for any of the following specific reasons:

1. Responses containing any inconsistencies
2. Unbalanced value of any items.

Respondents may be disqualified and their responses not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one (1) Response for the work contemplated.
3. Respondent being interested in any litigation against Tarrant County.
4. Respondent being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work which in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

**It is the Respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders response non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire response.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the respondent to determine the full extent of the exposures.

Respondent may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

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VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options.
2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
3. **MINIMUM INSURANCE REQUIREMENTS:**
  - A. The successful respondent will be required by contract to have insurance coverage as detailed below. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:
    - 1) Workers' Compensation/Employer's Liability
      - a. Worker's Compensation — statutory
      - b. Employer's Liability — \$500,000
    - 2) Commercial General Liability:
      - a. Bodily Injury/Personal Injury/Property Damage  
— \$1,000,000 per occurrence/\$2,000,000 aggregate
    - 3) Auto Liability:
      - a. Combined Single Limit (CSL) — \$500,000 per occurrence
    - 4) Contractual Liability — same limits as above.
    - 5) Professional Liability Insurance — \$1,000,000 each occurrence  
with minimum \$2,000,000 aggregate
  - B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

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### C. Required Provisions:

- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and Proposal number for which the insurance is being supplied.
- 5) The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

### 4. **CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for the duration of the contract.

**5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. **Breach Notification**

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. **Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

4. **Right to Audit**

Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

## **STATEMENT OF WORK**

### **I. GENERAL**

- A. Tarrant County is requesting submittals from firms who can adequately demonstrate they have the resources, experience and qualifications necessary to provide Environmental Consulting Services. All firms responding must be qualified and have licensed, trained, and/or certified personnel in accordance with state and federal rules to provide various environmental consulting services, or must joint venture or subcontract with a qualified firm to provide the services proposed.
- B. Tarrant County anticipates various projects will arise under authority of a standby contract resulting from this RFQ. Work will consist of various environmental consulting services, such as Section 404 permitting, stormwater construction and MS4 permitting, environmental assessments, subsurface investigations, petroleum storage tank consulting, well installation, sampling, and plugging, and remediation oversight, as may be required to support County construction projects, property acquisitions, and general compliance with federal, state and local environmental rules and regulations.
- C. For purposes for satisfying requirements for the Texas Professional Services Procurement Act, this RFQ is designed to anticipate responses from professional proponents who may be engineers, architects, or who may otherwise be covered by the Act. Where engineering/architecture professionals are concerned, Tarrant County's review of qualifications must consider highest competency as the primary criterion. Regarding those particular professionals, price is a concern, subsequent to competency rankings.
- D. Minimally, Tarrant County requires the services of a firm that employs professionals with sufficient credentials to perform environmental consulting. Basically, such a consultant may employ Professional Geologist, Scientists, Professional Engineers, and Chemists. Certifications **shall** include: Corrective Action Project Manager, Licensed Professional Geologists and Professional Engineers.
- E. **All responses must be clearly marked with the RFQ Number, the name of the company submitting the qualifications package, and date and time of opening on the outside of the envelope/box and any Air Bills/Courier Receipts.** Original response must be clearly marked "**ORIGINAL**" and contain all original signatures.
- F. Late responses will not be accepted. Each firm is responsible for insuring responses to this RFQ have been delivered to the Purchasing Department by date and time specified.

## **II. SCOPE OF SERVICES**

The selected firm(s) will perform environmental consulting activities including, **but not limited to,** the following services

1. Leaking Petroleum Storage Tank (LPST) site investigation, monitoring, remediation, and/or closure including necessary field work, data collection and analysis, reporting, etc.
2. Oversight of underground storage tanks removal, soil and groundwater sampling, and report preparation to achieve site closure, etc.
3. Section 404 Permitting for County Transportation Projects.
4. Spill Prevention Control and Countermeasure (SPCC) Plan review, updates and initial plan preparation under current federal rules.
5. Site remediation, including developing a cleanup strategy under the appropriate Texas Commission on Environmental Quality (TCEQ) program and picking the proper cleanup level for a particular site, overseeing the cleanup, providing appropriate documentation to TCEQ during the cleanup process, and seeing the cleanup through to closure.
6. TCEQ Stormwater Construction general permits and the County's MS4 stormwater permit.
7. Phase II Environmental Site Assessments including impacts to soil, groundwater, surface water, and air. This also includes the ability to write and operate under Quality Assurance Project Plans that meet the requirements of the U.S. Environmental Protection Agency Brownfields Program.
8. Phase I Environmental Site Assessments in strict accordance with the All Appropriate Inquiries Final Rule.
9. Environmental Consulting Services for any projects not listed under Scope of Services but may be required for Tarrant County's compliance under federal, state or local environmental rules and regulations.

## **III. TERM OF CONTRACT**

- A. Successful respondents will be awarded a twelve (12) month contract effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Respondent, the contract may be renewed for two (2) additional one (1) year periods.
- B. It is Tarrant County's intent to award to multiple vendors.

#### **IV. QUALIFICATION STATEMENT REQUIREMENTS**

Firms will be evaluated on the basis of overall experience and depth of resources.

It is imperative that responses are completed containing the information requested, and in the same order as requested in this section. In the interest of performing a thorough and timely evaluation of all responses received, we request that all responses be submitted in the following tabbed format, with strict limitation to thirty (30) pages, front and back. All pages shall be 8-1/2" x 11". *Please do not submit any response or portion of your response in a font size less than ten (10) points.*

##### **A. Section I – Executive Summary**

1. Include name, address and telephone number of the firm submitting the qualification statement, a summary of the firm's interest in the project, and the name of one or more individuals authorized to represent the firm in its dealings on a contractual basis.
  - a. The summary shall include a statement of the environmental consulting work for which respondent is qualified and how respondent proposes to accomplish and perform each specific service; unique problems perceived by respondent and applicable solutions. This summary shall be no more than two (2) pages in length.

##### **B. Section II – Corporate Information**

1. History of the firm, including present ownership and key management individuals. Describe any anticipated or recent changes in overall corporate management ownership.
  - a. Background of respondent and support personnel, including professional qualifications and length of item working in respondent's capacity. Include résumés of key personnel for services that respondent proposes to perform. Provide copies of professional registrations or licenses evidencing credentials.
  - b. Relevant experience of respondent as it relates to the scope of services contemplated by the RFQ.
  - c. Specific experience with public entity clients, especially large municipalities.
2. Location of corporate headquarter and other divisional offices. Specify which office or offices will be involved in work for Tarrant County. Include names, address and phone numbers.
3. A company organization chart showing authority structure and depth of resources.
4. List any pending or threatened litigation and provide a description (including case name, case number and jurisdiction of matter). See litigation disclosure form Attachment "A".

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5. List any safety violations as described in Attachment “B”. If any violations have occurred, submit page(s) describing date, location, type, final disposition (if applicable) and penalty as requested per Attachment “B”.
6. Submit verification of the firm’s current bonding capacity, along with names, addresses and phone numbers of bonding agent and underwriting insurance company.
7. A disclosure statement that shall disclose all potential conflicts of interest related to any Tarrant County Project. This disclosure statement must be addressed specifically in your response, even if no conflict exists.
8. An overview of the firm’s DBE utilization program and past performance on projects with other entities.
9. List of contractors typically used for construction services; such as drilling, digging, and laboratory services.
10. Indicate which firms listed in #9 are DBE business and include HUB Certifications with response.

### V. SELECTION CRITERIA

- A. The responses for the RFQ will be evaluated using a one-hundred (100) point system on the following categories:
  1. Responsiveness to the Request for Technical Qualifications.....(15 points)
    - a. Requested information included and thoroughness of response.
    - b. Documented understanding of the project management principles.
    - c. Proposed approach to project organization.
    - d. Clarity and brevity of the response.
  2. Staffing Plan.....(35 points)
    - a. Provision for the required disciplines and skills.
    - b. Provision for participation by firm’s key personnel.
    - c. Qualifications of key personnel adequate for project. Key personnel refers to the firm’s management and the employees performing the work
  3. Firm’s Capability to Provide the Services .....(40 points)
    - a. Background of the firm.
    - b. Relevant experience of the firm based on services noted.
    - c. Specific experience on active government projects.

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- d. Methodology proposed to meet objectives of the project.
- e. Location of firm within the general geographical area of the project and in depth knowledge of the market in the locality of the project.
- f. Contractors listed and their HUB status. Include HUB certificate(s).
- g. Response to Attachments "A" and "B".

4. References .....(10 points)
- B. Once Qualification Statements are reviewed and scored, a short list will be compiled. Interviews may be conducted with the firms determined to be the most qualified and additional information may be required at that time. The Tarrant County Commissioner's Court will approve the final selection as well as the proposed contract.
  - C. Negotiations will include selection of specific services in the best interests of Tarrant County. The selected firm must be prepared to enter negotiations with each service individually represented by costs and necessity to the overall analysis. Tarrant County may elect to contract for any and all of the proposed services after negotiations.
  - D. The County will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The County may select all, some or none of the Respondents for interviews. If the County elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the County. The County may also request additional information from Respondents at any time prior to final approval of a selected Respondent(s).
  - E. At any time during the contracted period, an awarded firm may be contacted for specific services. After the County has selected the most qualified consultant(s), they will be asked to submit a Fee Proposal that will outline the cost of personnel and equipment to perform the services under this contract. The Fee Proposal is subject to review by the County. In the event that the parties cannot negotiate and execute a contract within the time specified, County reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent. The County reserves the right to select one, or more, or none of the Respondents to provide services.



## **TARRANT COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY**

### **I. POLICY STATEMENT**

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

### **II. DEFINITIONS**

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, responses and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  2. The goals should be reviewed and amended periodically.
  3. The program may apply to all County procurements including construction and professional services.
  4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise responses on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those responses will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of responses and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

#### **IV. ADMINISTRATIVE GUIDELINES**

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
  - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

#### **510 Historically Underutilized Businesses Policy**

*Adopted: Court Order 64788 (December 17, 1990)*

*Amended: Court Order 69958 (December 7, 1993)*

*Amended: Court Order 99651 (December 28, 2006)*

*Amended: Court Order 127875 (June 19, 2018)*

<b>RFQ FOR ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES</b>
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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, Texas 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, Texas 76011  
(817) 640-0606

If your company is already certified, attach a copy of the certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO . \_\_\_\_\_

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

## RFQ FOR ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES

### REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Respondent. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this request. The County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the company has completed a project of similar size and scope of work in the Request. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response.

Failure to supply required references will deem Respondent as non-responsive and will not be considered for award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

**\*\*\*DO NOT LIST TARRANT COUNTY AS A REFERENCE\*\*\***

#### REFERENCE ONE

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

#### REFERENCE TWO

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH RESPONSE!**

## RFQ FOR ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES

### REFERENCES

#### REFERENCE THREE

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH RESPONSE!**

# SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this RFQ becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, Respondent will furnish all items/services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this RFQ has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this RFQ have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this RFQ.

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFQ package. ***Failure to sign and return this form will result in the rejection of the entire response.***

**Signature** \_\_\_\_\_ **X**  
**Authorized Representative**

Legal Name of Company	Date
Street Address	Printed Name of Authorized Representative
City, State and Zip	Title of Authorized Representative
Telephone Number	Fax Number
E-Mail Address	

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH RESPONSE!**



Did you provide References,  
sign your Response and/or  
your Addendum?

If not, your Response  
will be rejected.

<b>RFQ FOR ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES</b>
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**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

DUNS Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

**THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!**

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Response in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Response submission and time of award, the Respondent will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Respondent verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Sections 2270.001(2) and 808.001 during the term of this contract. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature \_\_\_\_\_X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND TREE (3) COPIES MUST BE RETURNED  
WITH RESPONSE!

**RFQ FOR ANNUAL CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES**

## DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in the Request for Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFQ. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFQ stipulated must be fulfilled at no additional expense to Tarrant County.

[illegible]

**THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!**

# NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to:

Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

Please cut out and affix to the outside of your response package



**TARRANT COUNTY  
SEALED BID/PROPOSAL/RESPONSE**

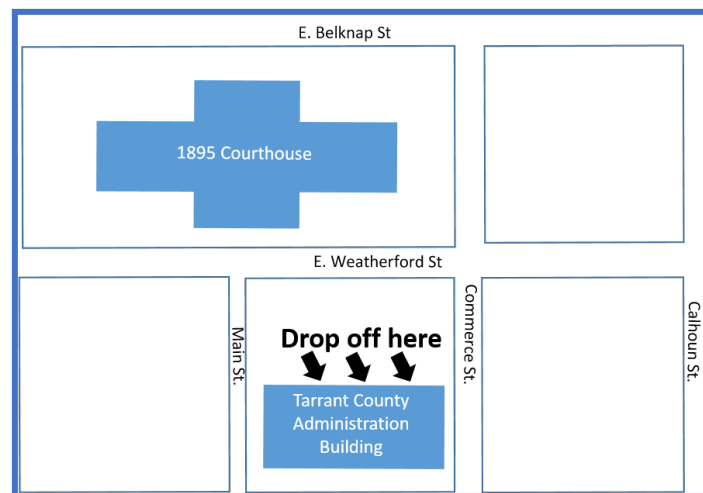
**RFQ No. 2021-088**

**REQUEST FOR QUALIFICATIONS FOR ANNUAL  
CONTRACT FOR ENVIRONMENTAL CONSULTING  
SERVICES**

**Due Date: MAY 10, 2021 AT 2:00 P.M.**

**Tarrant County Administration Building  
ATTN: Purchasing Department  
100 E. Weatherford St., Third Floor, Suite 303  
Fort Worth, Texas 76196-0104**

Street View



Building View

