**Date Issued:** May 22, 2020

**Pre-Submission Conference:**
- May 26, 2020 @ 10:00 AM (CT)
- Conference Call Number: 936-755-1521
- Access Code: 579260745
  (Telephone must be on mute during meeting)

**Pre-Submission Questions Deadline:**
- June 2, 2020 @ 4:00 PM (CT)
  Barbara Fisher, Strategic Procurement Division Buyer
  E-mail (preferred method to): Barbara.fisher@houstontx.gov

**Submission Due Date and Time:**
- June 18, 2020 @ 4:00 PM (CT)

**Solicitation Contact Person:**
- Barbara Fisher
  Barbara.fisher@houstontx.gov
  832-393-8722

**Submittal Address:**
- City Secretary’s Office
- RFQ S83-Q29487
- City Secretary’s Office
- City Hall Annex, Public Level
- 900 Bagby Street Houston, Texas 77002

**Project Term:** This is for a four (4) year contract with two (2) one-year options to renew annually, for a maximum six-year contract term.

**Project Description:** The City of Houston’s (“City”) intent of this solicitation is to enter into a professional services contract for engineering and architectural services to design and obtain environmental and building permits for the North Canal High Flow Diversion Channel – Phase I project (the Project), for a lump sum.

NIGP Codes: 906-17, 906-92, 907-14, 918-15, 918-42, 925-17, 925-28, 925-36, 925-38, 925-00, 925-04, 925-35

M/WBE Goal: 24%

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Jerry Adams, Chief Procurement Officer

5/19/2020
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PART I – INTRODUCTION

I.1. General Information

The City of Houston (City) is the fourth largest city in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of $50,000 are presented to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

I.2. Background

The Project is being funded through the Federal Emergency Management Administration’s (FEMA) Hazard Mitigation Grant Program (HMGP). The Texas Department of Emergency Management (TDEM) is the recipient of HMGP funding, and the City is the sub-recipient. The City is partnering with the Harris County Flood Control District (HCFCD), the Texas Department of Transportation (TXDOT), and Tax Increment Reinvestment Zone Number 5 (TIRZ No. 5) to implement the Project.

The North Canal High Flow Diversion Channel Project is located in downtown Houston at the confluence of White Oak and Buffalo Bayous. The full Project includes three (3) primary components, or locations, that would be constructed to reduce flooding adjacent to the component locations, as well as upstream. These components include the North Canal channel diversion, South Canal channel diversion/detention, and street bridge improvements; associated channel improvements at Yale Street and Heights Boulevard. Construction of the diversion channels requires property acquisition and a railroad relocation. Along with the diversion channels, a downstream easement is required to ensure the integrity and functionality of both the North and South Canal diversion channel.

The North Canal diversion channel creates a high-flow diversion channel upstream of the confluence of White Oak and Buffalo Bayous, thus allowing stormwater runoff to divert around a natural meander in the bayous in downtown Houston. This project component will include a roadway bridge on San Jacinto Street and a bridge to carry the UPRR railroad over the canal. The South Canal project component will be constructed in conjunction with the Texas Department of Transportation (TXDOT)’s I-45 realignment project, North Houston Highway Improvement Project (NHHIP). The South Canal component comprises a sloped gradient inline detention area adjacent to the existing Buffalo Bayou overflow bank, a portion of a 30-foot maintenance berm between the inline detention and secondary detention basin to be constructed by TXDOT, and pedestrian improvements that connect to the existing Buffalo Bayou Hike and Bike Trail.

The third component of the project includes upstream improvements to widen the openings for both the Yale Street and Heights Boulevard bridges. The proposed structure changes align with the downstream work of conveying water through the bayous. During construction of the bridges, channel improvements within White Oak Bayou will be completed in order to improve conveyance. In addition, an existing abandoned railroad bridge will be demolished. The existing rail bridge is free-standing remnant and is impeding flow within the bayou.

If you are interested in providing engineering services related to this project, please review and comply with the terms, conditions and instructions set forth in this RFQ.
The following site location map provides a general depiction of the project components and is provided for reference.

1.3. Solicitation Schedule

Listed below are the important dates for this Request for Qualifications (RFQ).

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Date of RFQ Issued</td>
<td>May 22, 2020</td>
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<td>July 29, 2020</td>
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<td>August 26, 2020</td>
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<td>Contract Start Date (Estimated)</td>
<td>September 10, 2020</td>
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1.4. DEFINITIONS AND TERMS

"Agreement" refers to the subsequent agreement entered into between the City and the most qualified Respondent after successful contract negotiation.

"Construction Phase" refers to engineering services performed during and in conjunction with the construction portion of the Project. Note that the performance of Construction Phase tasks is contingent on award to the City and availability of a second phase of grant funding for the construction of the Project.

"Engineer" or "Respondent" refers to any contractor or team submitting qualifications in response to this RFQ.

"Hazard Mitigation Grant Program (HMGP)" is a federal program administered by the Federal Emergency Management Agency (FEMA) that provides funding to assist State/Local Governments to design and implement sustainable actions to reduce or eliminate long-term risk to people and property from future disasters.

"Federal Emergency Management Agency" (FEMA) is the Federal agency that provides funding to assist in the immediate response from Presidentially declared disasters.

"National Environmental Policy Act (NEPA)" refers to the Federal agency that assures that federally funded projects give consideration to environmental impact before undertaking the project.

"Notice to Proceed" shall mean the written authorization issued by the City for Engineer to proceed with work.

"Project" shall mean the design elements of each primary component of the North Canal High Flow Diversion Channel Project. The Project shall be subject to and governed by the terms and provisions of this RFQ's resulting Agreement and any related project documentation.

"Subcontractor" shall mean any person or entity who, pursuant to this RFQ's resulting Agreement, will perform work on the project at the request of Engineer.
PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

II.1. Purpose

The City invites entities ("Respondents") experienced in providing design engineering services related to flood risk reduction projects to submit responses. Respondents must be able to provide the required design services simultaneously for the three (3) primary components of the Project as described in Part I.2., Background.

The City will evaluate the submitted credentials in accordance with the following minimum requirements and desired qualifications to determine whether Respondents satisfy the criteria to be considered qualified to perform the work requested in this RFQ.

II.2. Minimum Requirements

II.2.1. Legal Actions

Respondent must have no convictions or civil judgments rendered against Respondent for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; and 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Additionally, Respondent must never have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above. Respondent shall provide list of pending litigation and include a brief description of the reason for legal action, if applicable. Provide in accordance with Part VI.10.

II.2.2. Certification and/or Licensure

Where applicable, Respondents' staff must meet and maintain current certifications and/or licensure requirements as mandated by the state law or appropriate licensing authority. Provide in accordance with Part VI.11.

II.2.3. Compliance

If applicable, Respondent and subcontractors must comply with relevant Federal laws, regulations, Executive Orders, FEMA requirements, and state requirements.

II.2.4. Competitive Advantage

Respondents who have obtained a competitive advantage via information not available to the public or Respondents who have provided input, or who had the opportunity to provide input, in the formulation of the solicitation and/or scope of work will be prohibited from submitting a proposal for this project. Potential Respondents must identify any potential conflict of interest with Respondent's proposal and shall notify the City in its Statement of Interest. Similarly, the successful Respondent will be prohibited from bidding on construction work in which successful Respondent provides input, or otherwise assists in the development of the construction scope of work or related bid documents.
II.3. **Scope of Work**

The services required under this RFQ include providing engineering services related to the civil, structural, environmental, landscape architecture, water resources, and other ancillary services required to provide a complete set of signed and sealed construction (100%), bid-ready plans (100%), and all environmental and construction approvals and permits required to construct the Project. The City expects Respondents to have knowledge and experience with federally funded projects and applicable policies, procedures, and guidelines, as well as knowledge and expertise in the preparation and approval of Environmental Assessments (EA) in compliance with federal regulatory requirements; Principles Requirement and Guidelines (PRG) analysis; State Historic Preservation Office (SHPO) requirements; and any other assessment or report in accordance with NEPA regulations. The Respondent shall collaborate with the City and its contractors to ensure engineering work and Hurricane Harvey cost recovery documentation complies with state and federal reimbursement guidelines as outlined in all applicable laws, rules, and regulations. Respondent acknowledges and agrees to coordinate with other City procured contractors working on the Project.

The successful Respondent shall be responsible for the following professional engineering services and the timely and efficient delivery of corresponding work products.

**Preliminary Engineering Phase Services:**

- Preliminary Engineering Report: Completion of a Preliminary Engineering Report (PER) that includes full project definition and feasibility analysis. It is anticipated that the PER will include review of existing hydrologic and hydraulic analyses, development of additional hydrologic and hydraulic analysis as necessary, review of available geotechnical analyses, a preliminary environmental evaluation report, documentation of potential structural conflicts, and development of an opinion of probable construction cost (OPCC) for the preliminary recommended design. Further, test borings may occur to develop a preliminary geotechnical survey and data to inform the designers preparing the PER.

**Design Phase Services:**

- 30% Design Submittal: Incorporation of the PER data into more detailed conceptual designs and documentation up to roughly a 30% design level.

- 60% Design Submittal: Completion and submittal of 60% design level drawings and preliminary project specifications. A formal design report (design drawings, project manual, and updated engineer's construction estimate) will be developed and submitted at this stage for review by the City, HCFCD, TxDOT, and TIRZ No. 5. The purpose of this review is to ensure that the design intent will be adequately communicated to potential bidders and those responsible for the construction of the project. A Class 2 cost estimate (detailed unit cost with forced detailed take-off) for construction of the project will be prepared by the design Engineer.

- Bid Ready Submittal: Updates to the 60% documents to approximately 90% design level. The design report, project specifications, and construction cost estimate will be updated accordingly. Cost estimate will be updated to a Class 1 level (detailed unit cost with detailed take-off).
• Final Plans Submittal: Completion of 100% Plans, Specifications, and Estimate (PSE), and Engineer's opinion of the total cost of construction with a detailed construction schedule along with the final design report.

• Structural Design: Includes the development of design documents for the structural elements of the project. This will include the retaining walls and bridge designs. Structural drawings and specifications will be developed for inclusion in overall plan set.

• Environmental Services: Completion of the National Environmental Policy Act (NEPA) process, including required assessments and reports: FEMA Principles Requirements & Guidelines (PRG) analysis; and acquisition of all required environmental permits from federal, state, and local agencies. Includes obtaining United States Army Corp (USACE) Permits, including but not limited to, all Clean Water Act 404 permits. If the USACE completes the NEPA process for its permit of the Project, a separate NEPA process may not be required. The FEMA Principles Requirement and Guidelines (PRG) analysis can be incorporated into the NEPA process. Servicers will include coordination with the State Historic Preservation Office (SHPO). The NEPA process may incorporate TxDOT's North Houston Highway Improvement Project Environmental Impact Statement (EIS) and other documentation as required by NEPA or any other Federal or State agency.

• Hydrologic and Hydraulic Study, Impact Analysis & Additional Modeling: Includes flood damage analysis to be completed with the project design in place (i.e. post-project condition). This will include detailed structure inventory development, and hydrologic and hydraulic modeling of flood damages for pre- and post-project conditions.

• Numerical and Physical Modeling: The Project will present extremely complicated hydraulic scenarios. It is anticipated that three-dimensional computational fluid dynamics modeling will be required to provide a detailed understanding of these hydraulic scenarios. The results of the numerical modeling will be used to guide design decisions and provide a better understanding of project risks. Additionally, it is anticipated that a scaled physical model of the proposed design solution will be required to evaluate the design and operational issues associated with the proposed project. The physical model could also be used to help illustrate to the community and stakeholders how the proposed project works.

• Community Engagement Services: Community outreach to promote, explain, and discuss the project within the local community. Includes multiple meetings at various locations in the City to communicate to affected citizens about the benefits of the project, timeframe, and the strategies to be employed to mitigate disruptions to public convenience. Regular design meetings will be held with a design steering committee consisting of the funding partners. Regular stakeholder meetings will be held with impacted stakeholders.

• Survey Sciences: Completion of all necessary surveys (topographic, location, boundary) in order to develop an accurate design and site and traffic plans for the Project. May include survey of water boundaries as necessary for the Project.
• Geotechnical Services: Development of a geotechnical report documenting the basis for all geotechnical parameters, discussing boring log findings, and incorporating geotechnical findings into project design documents.

• Subsurface Utility Exploration: Includes the development of a detailed listing of public and private utilities located within the Project overlaid with other prepared surveys utilizing GIS. This will include, but is not limited to, field surveys and pot holing to verify utility locations and depths, as well as mapping of all utilities for use in design and report documentation.

• Permits: Includes work to coordinate all reviews for applicable building permits for the Project, including but not limited to:
  - Development Permits;
  - Commercial & Residential Demolition Permits;
  - Disconnect and Plug Main Sewer Permits;
  - Tree Removal Permits;
  - Scheduled Excavation Permits;
  - Storm Water Permits;
  - Roadway and Sidewalk Obstructions Permits;
  - New Curb & Gutter Permits;
  - Drainage Plan Permits;
  - Plan Review for Utilities in the ROW Permits;
  - Easement Dedication Permits;
  - Construct/Pave Public Streets Permits;
  - Site Utility Plan Permits; and
  - Public Agency Infrastructure Permits.

Preconstruction Services (as needed, as requested):

• Bidding and Award: Final compilation and formatting of all bid documents, responding to information requests, issuing bid addenda, and support through completion of award.

Construction Phase Services (as needed, as requested):

• Includes responses to requests for information, site inspections (as requested), issuance of design clarifications, development of sketches and revised design plans, and reviewing technical submittals from the construction Engineer(s). Note that Engineer or any of its affiliates shall be barred from competing for professional services work performed on project or project components of which the Engineer designs.

Work shall be performed at the professional offices of the Respondent; however, it is expected that regularly scheduled meetings will be held at City offices.
II.4. **Key Personnel**

The Respondent shall identify the key personnel that will be committed to the Project. The City reserves the right to reject any key personnel proposed if it is determined that such rejection in the City's best interest. All key personnel must be committed to the Project at all applicable times. Qualifications and experience of key proposed personnel shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the prior written approval of the City. Any approved substitutions for key personnel shall have equal or superior qualifications, as reviewed and approved by the City.

**PART III – SELECTION PROCESS**

III.1. **Evaluation Committee**

An evaluation committee shall evaluate each Respondent’s submission in accordance with the evaluation criteria listed in Part IV, *Evaluation Criteria*. Upon completion of the evaluation, the committee may develop a short list of Respondents meeting the technical competence requirements. The number of shortlisted Respondents will be determined at the sole discretion of the City. The shortlisted Respondents may be scheduled for structured oral presentations, demonstrations, and/or interviews with the evaluation committee. Following the City-to-Respondent meetings, the evaluation committee will summarize their findings and recalculate final scores, if needed. The evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Respondent(s). The oral presentations, demonstrations, and/or interviews may be recorded and/or videotaped.

III.2. **Interviews/Oral Presentations/Demonstrations**

The City reserves the right to request that each Respondent provide a final presentation handout of its Qualifications Packet submission at their scheduled meeting. No Respondent or subcontractor of any Respondent may attend presentations of any other Respondent. If necessary, Respondents may be scheduled for more than one presentation, demonstration, and/or interview.

III.3. **Selection of Respondent**

The City intends to select the most qualified Respondent that best meets the needs of the City, pending successful contract negotiation with the selected Respondent. The City anticipates that it will award one (1) contract for this work. The evaluation committee will rank Respondents according to the evaluation criteria set forth below. The City intends to enter negotiations with the top-ranked Respondent (i.e. the most highly qualified) and attempt to negotiate a fair and reasonable price. If negotiations fail, the City shall formally end negotiations with that Respondent and attempt to negotiate with the next most highly qualified Respondent. The City shall proceed in like manner until it has successfully negotiated a contract with a Respondent that is deemed qualified to meet the requirements outlined in this RFQ.
The City reserves the right to check references on any projects performed by the Respondent in accordance with Part VI.7.3 of this RFQ, whether provided by the Respondent or known by the City. Upon review of all information provided by Respondents, the evaluation committee will make a recommendation for selection to City officials.

III.4. Contract Award

Although the City expects to award one (1) contract as a result of this RFQ, the City reserves the right to award multiple contracts from finalist pool of qualified Respondent(s). Upon approval of the selected Respondent(s), the appropriate City officials shall execute contracts.

PART IV – EVALUATION CRITERIA

IV.1. Responsiveness of Submission

Pass/Fail

Respondents’ submissions shall be responsive to all material requirements to enable the evaluation committee to evaluate responses in accordance with the evaluation criteria and make a recommendation to City officials.

IV.2. Technical Competence Requirements

100 Points Total

Technical competence requirements shall measure the extent to which Respondent’s qualifications meet the needs of the City, including but not limited to performing the Scope of Work, meeting program requirements, complying with guidelines, and successful and timely delivery of the Project.

IV.2.1. Qualifications

40 out of 100 Points for Technical Competence Requirements

This criterion considers the Respondent’s track record, qualifications, and knowledge of the services being requested, including development of flood risk reduction projects that lessen the frequency or severity of flooding, decrease predicted flood damage, and are within an area that is hydraulically linked and/or connected to a drainage basin, as described in Part I.2., Background. This includes key resources assigned to successfully perform the scope of work. In addition, the Respondent’s number of years of relevant experience and aptitude of key resources to provide the services identified in this RFQ shall be considered. These items are described in more detail in Part VI.6., Qualifications.
IV.2.2. Experience

30 out of 100 Points for Technical Competence Requirements

This criterion considers the specialized experience and prior work history of the Respondent in providing engineering services for federally funded projects and similar federally funded programs as evidenced by the successful delivery of previous projects for clients similar to the City of Houston. Design history of the Respondent (management and oversight of civil, structural, environmental, landscape architecture, water resources, and other ancillary professional services) and the Respondent's Key Personnel shall be considered. These items are described in more detail in Part VI.7., Experience.

IV.2.3. Capacity to Perform

30 out of 100 Points for Technical Competence Requirements

This criterion considers the level of detail provided by the Respondent to describe the proposed approach to deliver the scope of work described in this RFQ, evidenced by way of demonstrated schedules and performance measures of key work activities performed. These items are described in more detail in Part VI.8, Capacity to Perform.

IV.3. Minority and Women Business Enterprise (M/WBE) Participation

Pass/Fail

Quality of proposed M/WBE participation aligned with the project scope, or a demonstrative Good Faith Efforts presented by Respondent.

IV.4. Financial Stability of Respondent

Pass/Fail

Respondent shall submit records demonstrating their financial stability to successfully undertake the project and the ability to ensure performance over the duration of the contract. Failure to submit records may result in submission being deemed non-responsive and may not be considered for further evaluation. Financial stability will be evaluated in accordance with Part X.6., Financial Evaluation.

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

- Last two (2) years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;
- An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

- Last two (2) years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract;

OR

- Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

### IV.5. Evaluation Matrix

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<thead>
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<th>EVALUATION CRITERIA</th>
<th>SCORE</th>
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<tr>
<td>Responsiveness of Submission</td>
<td>Pass/Fall</td>
</tr>
<tr>
<td>Qualifications</td>
<td>40</td>
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<tr>
<td>Experience</td>
<td>30</td>
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<tr>
<td>Capacity to Perform</td>
<td>30</td>
</tr>
<tr>
<td>M/WBE Participation</td>
<td>Pass/Fall</td>
</tr>
<tr>
<td>Financial Stability Record Submission</td>
<td>Pass/Fall</td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td><strong>100</strong></td>
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### PART V – SUBMISSION INSTRUCTIONS TO RESPONDENT(S)

#### V.1. Timely Delivery of Submissions

Submissions shall be submitted no later than the date and time of the Due Date indicated on the front page of this RFQ. Late submittals shall not be considered and shall be returned to the Respondent, unopened. With the exception of City holidays, normal business hours for the City Secretary’s Office are Monday – Friday, 8:00am – 5:00pm (CT). The City assumes no responsibility for any submission not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or by any other act or circumstance. Submissions delivered to City locations other than the location identified on the front page of this RFQ may not be re-delivered in time to be considered for further consideration.
V.2. Complete Submission

Respondents shall carefully review all requirements and submit all documents and information as instructed within this RFQ. Incomplete submissions may result in submissions being deemed non-responsive and may not be considered for further evaluation. Respondent shall use the Submission Checklist, included in Exhibit VIII of this RFQ.

V.3. Format

Submissions shall be left-bound with information presented on double-sided pages. Material shall be organized to mirror the sequential order of the submission requirements as instructed in Part VI, Requirements for Qualifications Packets, and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials will not be returned.

V.4. Packaging and Labeling

Submission components shall be packaged and labeled as indicated in Exhibit VII, Submission Checklist. All listed submission requirements shall be included within the submitted response.

V.5. Number ofCopies

*Hard Copies*: Respondent shall submit one (1) hard copy of the Qualifications Packet marked as 'Original' with a *printed, signed and notarized Offer and Submittal* form, *Exhibit I-A in blue ink* and five (5) additional hard copies, for a total of six (6) hard copies. The Qualifications Packet shall be submitted in a sealed envelope and marked as indicated in Exhibit VIII.

*Electronic Copies*: Ten (10) NON-PASSWORD PROTECTED electronic thumb electronic thumb drives each containing an electronic PDF version of the Qualifications Packet. The PDF version shall be submitted in a format that is indexed and has recognizable and searchable text. The thumb drives shall be submitted separate from the hard copies in a sealed envelope and marked as indicated in Exhibit VIII.

*Financial Documents*: One (1) copy of financial documents in a separate sealed envelope and marked as indicated in Exhibit VIII. Do not include financials on the thumb drives.

Send labeled response documents to the address provided on the front page of this RFQ. The City shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent may submit their submission to the City Secretary's Office any time prior to the stated deadline.

**PART VI – REQUIREMENTS FOR QUALIFICATIONS PACKET**

This section details the requirements for submitting all required information, to ensure some degree of uniformity in submissions, please tab sections accordingly and follow the outline listed below.
VI.1. Submission Checklist

The Submission Checklist contained in Exhibit VIII must be completed and included with the Qualifications Packet; the Respondent shall use the checklist as a guide for submitting a responsive submission.

VI.2. Table of Contents

The table of contents shall be organized to mirror the submission requirements in sequential orders.

VI.3. Statement of Interest

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction, a statement of the Respondent's understanding of the work to be performed and that the company will comply with the requirements set forth in this RFQ.

VI.4. Certificate of Authority

The certificate of authority statement should list the specific persons who are authorized to execute agreements on behalf of the Respondent's company; the binding partner must sign the statement.

VI.5. Offer and Submittal

The Offer and Submittal form must be signed and notarized in BLUE ink by an authorized representative(s) of the Respondent, which must be the actual legal entity that will perform the contract if awarded. Complete and submit Exhibit I-A, Offer and Submittal form, provided in this RFQ.

VI.6. Qualifications

Respondent shall demonstrate professional qualifications and knowledge. Minimum submission shall address the following.

VI.6.1. Relevant Qualifications

Respondent(s) must provide a brief summary to include, total number and types of employees, skills, knowledge and abilities, company background history, federal tax ID, number of years in providing similar services as outlined in this RFQ. A limit of eight (8) pages may be submitted.

VI.6.2. Organizational Chart/Staffing Plan

Respondent(s) shall provide an organizational chart and staffing plan/chart showing Respondent/Subcontractors and key personnel proposed for the Project. At a minimum, the chart should identify the personnel organization structure, proposed Program Manager, number of proposed staff and their roles and responsibilities, percent of commitment to the City's project, and anticipated duration of their involvement. Respondent(s) must clearly identify any proposed personnel who are not currently employed by them or their subcontractors included in the Response. A limit of four (4) pages may be submitted.
VI.6.3. **Key Personnel/Resumes**

Respondent(s) shall provide resumes of key personnel identified in the organization chart. At a minimum, the resume shall include, education, experience in the engineering industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A limit of fifteen (15) resumes, no more than one (1) page each, may be submitted.

VI.7. **Experience**

Respondent shall provide a description of past performance in providing design engineering services in the context of federally funded projects or other similar federal programs, including management, supervision, and oversight of all disciplines required to complete the Scope of Work described in this RFQ.

VI.7.1. **Federally Funded Project Experience**

Respondent shall describe experience in federally funded grant programs, including, but not limited to, number of years of experience in federally funded projects designed to implement flood control measures or infrastructure resiliency improvements, objectives associated with those programs, and services performed by the Respondent. Respondent may substitute other federally funded projects in lieu of HMGP projects to demonstrate Federally Funded Project Experience. A limit of five (5) pages may be submitted.

VI.7.2. **Prior Project Descriptions**

In no more than two (2) pages per project, Respondent shall provide a description of at least three (3) similar projects, for a maximum of six (6) pages. Respondent shall specifically include the following information: project description; dates, location; and specific services performed; final contract amount; name(s) of key team members involved; methods, approach, and controls used on the project in order to complete contracted services in an efficient and timely manner; any project claims; and compliance with any federal regulations pertaining to HMGP or other federal funding sources (if applicable).

VI.7.3. **References**

Respondent shall provide reference information of an owner's or government representative that has/was directly involved in each of the projects described in Part VI.7.2 and who has first-hand knowledge of the performance of the Respondent and the staff/team involved in the project's completion. Include the name, title, and contact information (email and phone number) for each reference. References provided must be verifiable, as the City may conduct reference checks to verify and validate Respondent's past performance. The City has the right to contact: references provided. Complete and submit **Exhibit I-B**, References form, provided in this RFQ.
VI.8. **Capacity to Perform**

Respondent shall provide a detailed description of their proposed approach to the Project's requirements and how they will perform the scope of work identified. Respondent should state its commitment to be fully mobilized and operational within seven (7) calendar days of contract execution. A limit of ten (10) pages may be submitted.

VI.8.1. **Work Capacity**

Respondent shall describe its ability to perform services identified in the Scope of Work.

VI.8.2. **Project Engagement Plan**

Respondent shall provide a project engagement plan describing the methods and key accountabilities of Respondent's staff for project management, quality management, schedule management, progress reporting, and anticipated milestones to be achieved within 30-, 60-, and 90-day timeframes from a Notice to Proceed. The engagement plan should include establishment of office operations/facilities and local and/or out of area staffing and support.

VI.8.3. **Work Plan**

Respondent shall provide anticipated timeframes for completion of key deliverables as described in the Scope of Work provided in this RFQ, including design submittals, environmental clearance, and regulatory agency coordination. This should correspond with the staffing plan to clearly demonstrate the availability of key personnel to work on this project. It is assumed that key personnel may be assigned to other commitments to be completed simultaneous to this project. Respondent shall demonstrate that key personnel can be committed to this project as required to complete their respective tasks.

VI.8.4. **Quality Control Program**

Respondent shall provide methodology and approach for quality assurance and control and applicable signatory review by principal designers and the EOR.

VI.8.5. **Federally Funded Project Compliance**

Respondent shall demonstrate how they plan to comply with the regulations related to the Hazard Mitigation Grant Program, including but not limited to regulations found at 2 C.F.R. 200. This requirement is a flow-down to all entities contracted by the City and will be included in the contract documents and any subcontracts emanating therefrom and will apply to all entities contracted to complete any portion of the work described in this RFQ.
VI.9. M/WBE Participation

Respondent shall comply with the City’s M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. In addition to the Affirmative Steps mentioned below, Respondent shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Contract to M/WBEs. Respondent acknowledges that it has reviewed the requirements for good faith efforts on file with the City’s Office of Business Opportunities ("OBO") and will comply with them. The Respondent shall identify the M/WBE participation level to equal at least 24% for this Project.

VI.10. Legal Actions

Respondent shall provide documentation regarding items referenced in Part II.2.

VI.11. Certifications and Licenses

Attach any required certifications or license as requested in this RFQ, and as referenced in Part II.2., where applicable.

VI.12. Exceptions to Terms and Conditions of Sample Contract

All exceptions to the Sample Contract included with this RFQ shall be submitted in a clearly identified separate section of the submission, as indicated in Exhibit VII, Submission Checklist. Submit any exceptions to the Sample Contract and include the rationale for taking those exceptions. Clearly cite the specific paragraphs within the Sample Contract where the exceptions occur and propose alternate language for City Legal consideration. When applicable, attach license and maintenance Agreement(s). Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Respondent's preprinted or standard terms will not be considered by the City as a part of any resulting contract. All exceptions that are contained in the submission may negatively affect the City's evaluation based on the evaluation criteria as stated in this RFQ or result in possible rejection of submission.

PART VII – ADDITIONAL REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms are to be submitted in addition to the submission requirements in Part VI., Requirements for Qualifications Packet. Exhibits listed below are provided in this RFQ.

Exhibit I

I-A Offer and Submittal,
I-B List of References, and
I-C List of Proposed Subcontractors

Exhibit II

II-A Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts
II-C Certified W/WBE Subcontract Terms
PART VIII – COMPLIANCE GUIDELINES AND REFERENCES

VIII.1. Standard of Care

Respondent must consistently perform the Services with skill and care in accordance with industry standards for Respondent’s industry, including compliance with any local licensure and permitting regulations.

VIII.2. Compliance with Byrd Anti-Lobbying Amendment

Respondents who apply or bid for an award of $100,000 or more shall file the required certification set out in Exhibit VI.

Respondent has and shall comply with 31 U.S.C. § 1352 and include a requirement to comply with these regulations in any subcontractor or lower tier covered transaction it enters into.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification to the awarding agency.

VIII.3. SAM Registration and other Certifications

Respondent(s) must be eligible to procure this opportunity and subsequently contract with the City. Respondent(s) must provide proof of registration and active status with the System for Award Management (SAM https://www.sam.gov/portal/SAM/#1) and the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent(s) must meet all of the following conditions and certify that 1) the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) the Respondent is in compliance with the State of Texas statutes and rules relating to procurement; and 3) the Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224 (blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism as amended). Upon contract award, this provision shall apply and be included in its entirety in Respondent’s contracts.
VIII.4. **Suspension and Debarment**

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with Federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administrator that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Respondent can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

The resulting Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Respondent is required to verify that neither it, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Respondent has and shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C anc must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit VII. This certification is a material representation of fact relied upon by SVEC. If it is later determined that the Respondent did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Texas Department of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Respondent has and shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the resulting Contract is valid and throughout the term of the resulting Contract. Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Additionally, Respondent warrants and represents by execution of the resulting Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

VIII.5. **Applicable Laws**

Respondent acknowledges that the resulting lump sum contract will be funded in whole or in part by Federal funding. Therefore, Respondent shall certify that during the performance
of work described under this RFQ, and to the extent applicable, the Respondent will comply with all applicable local, state, and federal laws, regulations, executive orders, Federal policies, procedures, and directives, including any regulations relating to the Hazard Mitigation Grant Program. These may include, but are not limited to, the references listed below:

- 24 CFR Part 570, Subpart I;
- 2 CFR Part 200;
- Public Law 109-148 (Department of Defense Appropriations Act, 2006);
- Public Law 109-234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006);
- 48 CFR, Part 31 regarding the allowability of costs;
- The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds, in the performance of the Work;

PART IX – SPECIAL CONDITIONS

IX.1. No Contact Period

Neither Respondents nor any person acting on Respondents' behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston or their families, or the partners identified in Part I.2., Background. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the front page of this RFQ. Upon issuance of the solicitation, through the pre-award phase and up to the award, aside from Respondents' formal response to the solicitation, communications publicly made during the official pre-submittal meeting, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondents nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston or their families, or the partners identified in Part I.2., Background through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
IX.2. Contract Negotiations

This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offered by the City, a specific scope of work, fees, and other contractual matters will be determined during contract negotiations.

IX.3. Cost of SOQ

The City will not be responsible for costs incurred by anyone in the submittal of qualifications or for any costs incurred prior to the execution of a formal contract.

IX.4. Confidential Information

All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process, the contents of their SOQs are subject to the provisions of the Texas Public Information Act and may be made public. Confidential and/or sensitive information should not be included in the SOQ.

IX.5. Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars ($50,000) or more. Any contract for professional services that results from this RFQ will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

IX.6. M/WBE Contract Compliance

Respondent shall comply with the City's M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Respondent shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to M/WBEs. Respondent acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

Additionally, Respondent acknowledges that if Respondent intends to enter into subcontracts for any portion of the work under this Agreement, Respondent must take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible. A list of labor surplus area firms is available at https://www.doleta.gov/LSA/about.cfm. Respondent may be required to comply with the steps enumerated in 2 C.F.R. 200.321 (as cited below), unless the emergency or exigent circumstances prevent such use, however, this decision is at the discretion of the City. Respondent must document its efforts to comply with these requirements. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
• Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

• Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

• Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

• Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Note that the affirmative steps must be taken whether or not Respondent has satisfied the above M/WBE goal set by the City before contract execution.

IX.7. Pay or Play Program

Respondent shall comply with the City's Pay or Play Program, as set out in Executive Order No. 1-7, the requirements and terms of which are incorporated into this RFQ for all purposes. Respondent shall acknowledge that it has reviewed the requirements of Executive Order No. 1-7 at http://www.houstontx.gov/obo/popforms.html. By submitting a submission in response to this RFQ, Respondent acknowledges and certifies that it has the ability to comply with the City's Pay or Play Program and will submit an executed Pay or Play Program Certification if awarded a resulting contract.

IX.8. Protests

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) http://www.houstontx.gov/policies/administrative_policies.html

IX.9. Amendments, Informalities, and Cancellation

The City reserves the right to alter, amend, or modify any provision of this solicitation, or to withdraw this RFQ, at any time prior to the award, if it is in the best interest of the City. The City reserves the right to waive minor informalities and irregularities in any RFQ response received. The City has sole discretion and reserves the right to cancel this RFQ, or to reject any or all responses received prior to contract award.

IX.10. Anti-Boycott of Israel

Respondent certifies that it is not currently engaged in and agrees until the funds are exhausted under any contract resulting from award of this solicitation, not to engage in the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
IX.11. **Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing**

The City of Houston has a zero tolerance for human trafficking. Per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any information regarding possible violation by the Vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: [www.houstontx.gov/execorders/1-56.pdf](http://www.houstontx.gov/execorders/1-56.pdf)

IX.12. **Preservation of Contracting Information**

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**PART X – INSTRUCTIONS TO RESPONDENTS**

X.1. **Pre-Submission Conference**

A Pre-Submission Conference will be held at the date, time, and location as indicated on the front page of this RFQ. Interested Respondent(s) should plan to attend in person or via conference call. It will be assumed that potential Respondent(s) attending this meeting have reviewed the RFQ and will be prepared to bring up any substantive questions not already addressed by the City.

X.2. **Additional Information and Specification Changes**

Requests for additional information and/or questions related to this RFQ shall be submitted to the contact provide on the front page of this RFQ. The City of Houston shall provide written responses to requests for additional information and/or questions received in writing, as well as any changes in the requirements or specifications contained in this RFQ, in the form of an Addendum to this RFQ before the submittal deadline. Any addendum to this RFQ shall be posted to the City website with the original RFQ. It is the responsibility of the Respondent to check for posted addenda. By submission of a proposal in response to this RFQ, Respondent acknowledges that Respondent has reviewed and received all addenda issued, if applicable.

X.3. **Letter(s) of Clarification**

All Letters of Clarification and interpretations to this solicitation shall be in writing. Any Letter of Clarification or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFQ should be used in preparing submissions. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

X.4. **Examination of Documents and Requirements**

Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a submission to ensure that the submission meets the intent of this RFQ.
Before submitting a submission, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

X.5. **Post-Submission Discussions with Respondent(s)**

It is the City’s intent to commence final negotiation with the Respondent(s) deemed most qualified as compared to the criteria provided herein in, at the City’s sole discretion. The City reserves the right to conduct post-submission discussions and/or interviews.

X.6. **Financial Evaluation**

Upon final determination of qualified Respondent(s), the City shall evaluate the financial stability of qualified Respondent(s) to perform the requested services for the entire term of the resulting Contract. The City, in its sole judgement, will determine if qualified Respondent(s) will remain financially solvent or adequately capitalized throughout the contract term; and if determined, may disqualify otherwise technically competent and qualified Respondent(s) based on their inability to remain financially solvent or adequately capitalized throughout the contract term.

In the case of Joint Ventures responding to the RFQ, the Respondent shall designate a lead entity for purposes of demonstrating Financial Stability and submit documentation in accordance with this section of the designated lead entity; or provide documentation of the Joint Venture entity to satisfy the requirements of this section.

X.7. **Required Forms to be Submitted by Successful Respondent Only**

Required forms will be made available to the successful Respondent after award.

1) Insurance Requirements and Sample Insurance Certificate.


3) Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Engineer’s Certification of No Safety Impact Positions Attachment “C” and “D”

4) City Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Pay or Play Program Acknowledgment Form “4”


6) Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate response.
EXHIBIT I-A
OFFER AND SUBMITTAL

NOTE: SUBMISSION MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF
THE RESPONDENT, WHICH MUST BE THE ACTUAL LEGAL CONTRACTOR THAT WILL PERFORM THE
CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM
FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR
RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING
FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE
EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT
TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE
CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH
COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (if already doing business with City):

________________________________________

Federal Identification Number:

________________________________________

By:

(Signature of Authorized Officer or Agent)

Printed Name:

________________________________________

Title:

________________________________________

Date:

________________________________________

Address of Contractor:

Street Address or P.O. Box

________________________________________

City – State – Zip Code

Telephone No. of Contractor: (______)

________________________________________

Signature, Name and title of Affiant:

________________________________________

(Notary Public in and for)

________________________________________

County, Texas

My Commission Expires: ___________ day of: ___________ 20
EXHIBIT I-B
REFERENCES
LIST OF PREVIOUS CUSTOMERS

1. Name: ___________________________ Phone No.: ____________
   Address: ___________________________
   Contract Award Date: _____________ Contract Completion Date: ____________
   Contract Name/Title: ___________________________
   Email: ___________________________
   Project Description: ___________________________

2. Name: ___________________________ Phone No.: ____________
   Address: ___________________________
   Contract Award Date: _____________ Contract Completion Date: ____________
   Contract Name/Title: ___________________________
   Email: ___________________________
   Project Description: ___________________________

3. Name: ___________________________ Phone No.: ____________
   Address: ___________________________
   Contract Award Date: _____________ Contract Completion Date: ____________
   Contract Name/Title: ___________________________
   Email: ___________________________
   Project Description: ___________________________

4. Name: ___________________________ Phone No.: ____________
   Address: ___________________________
   Contract Award Date: _____________ Contract Completion Date: ____________
   Contract Name/Title: ___________________________
   Email: ___________________________
   Project Description: ___________________________
EXHIBIT I-C
LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Submission.

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<th>SEGREGATED PART OF WORK</th>
<th>SUBCONTRACTOR/SUPPLIER</th>
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EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION

Date:

Bid Number:

Formal Bid Title:

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<tr>
<th>Name of Certified MWBE Subcontractor</th>
<th>Street Address, City, State, Zip Code, Tel # &amp; Email</th>
<th>Certification Type (✓)</th>
<th>NAICS Code (6 Digits)</th>
<th>Description of Work (Scope of Work)</th>
<th>% of Participation</th>
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TOTAL $  
MWBE PARTICIPATION $  
TOTAL BID AMOUNT $
If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

**All firms listed above must be certified by the Office of Business Opportunity at the time of bid submission. This schedule of MWBE participation must be returned with the bid form.**

The undersigned will enter into a formal subcontracting agreement with the M/WBEs and suppliers listed on this participation plan upon award of a contract from the City.

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Date
EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT

NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston  
Administering Department  

Date: __________________________

Project Name and Number ________________________________

Bid Amount: __________________________ M/W/BE Goal: ________________________________

________________________________________, agrees to enter into a contractual agreement with

Prime Contractor

________________________________________, who will provide the following goods/services in connection

MWBE Subcontractor

with the above-referenced contract:

________________________________________

for an estimated amount of $__________________ or ____________________% of the total contract value.

________________________________________ (M/W/BE Subcontractor) is currently certified with the City of Houston’s Office of Business

Opportunity to function in the aforementioned capacity.

________________________________________ Prime Contractor  

M/W/BE Subcontractor

Intend to

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston
Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contactor)  

____________________________

Signed (M/W/BE Subcontractor)  

____________________________

Printed Signature  

____________________________

Printed Signature  

____________________________

Title ______________________  
Date ______________________

Title ______________________  
Date ______________________
EXHIBIT II
ATTACHMENT “C”
CERTIFIED MWBE SUBCONTRACT TERMS

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION” and contain the following terms:

1. ______________________ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).

2. ______________________ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of $100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.
EXHIBIT II
ATTACHMENT “D”
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT

Report Period: ____________________________

PROJECT NAME & NUMBER: ____________________________  AWARD DATE: ____________________________

PRIME CONTRACTOR: ____________________________  CONTRACT NO.: ____________________________

ADDRESS: ____________________________  CONTRACT AMOUNT: ____________________________

LIAISON/PHONE NO.: ____________________________  MWBE GOAL: ____________________________

<table>
<thead>
<tr>
<th>MWBE SUB/VENDOR NAME</th>
<th>DATE OF OBO CERTIFICATION</th>
<th>DATE OF SUBCONTRACT</th>
<th>SUBCONTRACT AMOUNT</th>
<th>% OF TOTAL CONTRACT</th>
<th>AMOUNT PAID TO DATE</th>
<th>% OF CONTRACT TO DATE</th>
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Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation or all revenues paid to end of the report period to:
MWBE’s to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Marsha Murray 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002
EXHIBIT III
CITY OF HOUSTON OWNERSHIP INFORMATION FORM
OWNERSHIP DISCLOSURE ORDINANCE, FAIR CAMPAIGN ORDINANCE,
THE STATE OF TEXAS STATEMENT OF RESIDENCY
EXHIBIT III
OWNERSHIP INFORMATION FORM

The City of Houston Ownership Information Form is used to gather information to comply with:

a. The City of Houston Contractor Ownership Disclosure Ordinance (Chapter 15 of the Code of Ordinances, Article VIII, City Contracts; Indebtedness to City);
b. The City of Houston Fair Campaign Ordinance (Chapter 18 of the Code of Ordinances); and,

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of $50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please type or legibly print in dark ink responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
   a. If a firm is operating under an assumed name, the following format is recommended: Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.
PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: ________________________________

Bidder’s complete firm/company business information
Name: ___________________________________________________
Business Address [No./Street] ______________________________
City / State / Zip Code ______________________________________
Telephone Number ________________________________________

Bidder’s email address
Email Address: ____________________________________________

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS NOT APPLICABLE IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV’T CODE §2252.001, §(4) defines a "Resident bidder" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV’T CODE §2252.001§ (3) defines a "Nonresident bidder" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means 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.

Based on the definitions above, your business is a:  
☐ TEXAS RESIDENT BIDDER  
☐ NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document. A copy of the State of ____________ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.
CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

☐ SOLE PROPRIETORSHIP
☐ CORPORATION
☐ PARTNERSHIP
☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE
☐ LIMITED LIABILITY COMPANY
☐ OTHER (specify in space below)

NON-PROFIT ENTITY:

☐ NON-PROFIT CORPORATION
☐ UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.
LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

<table>
<thead>
<tr>
<th>Name</th>
<th>Officer</th>
<th>Address</th>
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<tbody>
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LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

<table>
<thead>
<tr>
<th>Name</th>
<th>Director or Member</th>
<th>Address</th>
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DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name: ____________________________________________

Business Address [No./Street] ____________________________________________

City / State / Zip Code ____________________________________________

Telephone Number ____________________________________________

Email Address: ____________________________________________

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) continued.

Owner(s) of 10% or More (IF NONE, STATE “NONE.”):

Name: ____________________________________________

Business Address [No./Street] ____________________________________________

City / State / Zip Code ____________________________________________

Telephone Number ____________________________________________

Email Address: ____________________________________________

Residence Address [No./Street] ____________________________________________

City / State / Zip Code ____________________________________________

Owner(s) of 10% or More (IF NONE, STATE “NONE.”):

Name: ____________________________________________

Business Address [No./Street] ____________________________________________

City / State / Zip Code ____________________________________________

Telephone Number ____________________________________________

Email Address: ____________________________________________

Residence Address [No./Street] ____________________________________________

City / State / Zip Code ____________________________________________

ATTACH ADDITIONAL SHEETS AS NEEDED.
OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

<table>
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<th>Debtor (Firm or Owner Name):</th>
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<td>Case or File Nos.:</td>
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<tr>
<td>Attorney/Agent Name:</td>
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<td>Attorney/Agent Phone No.:</td>
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<td>Tax Years:</td>
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Status of Appeal [DESCRIBE]:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

______________________________
Preparer's Signature

______________________________
Date

______________________________
Printed name

______________________________
Title
NOTE: This form constitutes a governmental record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.
EXHIBIT IV
ANTI-COLLUSION STATEMENT
EXHIBIT IV
ANTI-COLLUSION STATEMENT

The undersigned, as Respondent, certifies that the only person or parties interested in this Response as principals are those named herein; that the Respondent has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

_____________________________  ________________________________
Date                               Respondent Signature
EXHIBIT V

CONFLICT OF INTEREST QUESTIONNAIRE
EXHIBIT V

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should not complete the CIQ if a conflict, as described below, does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding $250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for Request for Qualifications, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds $250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at http://www.ethics.state.tx.us/forms/CIQ.pdf.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the Request for Qualifications package. Any questions about filling out this form should be directed to your attorney.
EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 86th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(e).
By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

[ ] Yes  [ ] No

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

[ ] Yes  [ ] No

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

[ ] Yes  [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity  Date

Adopted 06/29/2007

46
EXHIBIT VI
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE CONTRACTS
EXHIBIT VI
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE CONTRACTS
(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

______________________________
Name of Contractor

______________________________
Signature

______________________________
Printed Name

______________________________
Title

______________________________
Date
EXHIBIT VII
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS
EXHIBIT VII
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Engineer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

________________________________________
CONTRACTOR Company Name

________________________________________
Name

________________________________________
Title

________________________________________
Signature   Date
EXHIBIT VIII
SUBMISSION CHECKLIST
RFQ: S83-Q29487

COMPANY NAME: ________________________________

Please check a box on each line, indicating that you have completed and included each of these required forms/materials with your submission. Check N/A if subject does not apply.

<table>
<thead>
<tr>
<th>Item</th>
<th>Mark Envelope</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>Submit five (5) printed hard copies of the Qualifications Packet, include one (1) original printed hard copy (6 total). See Qualifications Packet Checklist below.</td>
<td>Qualifications Submission</td>
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<td>Title of RFQ</td>
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<td>Number of RFQ</td>
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<td>Name of Respondent's company</td>
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<td>Due date and time of submission deadline</td>
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<tr>
<td>Submit ten (10) NON-PASSWORD PROTECTED thumb drives containing an electronic copy of the Qualifications Packet in a separate envelope</td>
<td>Electronic Copies/Qualifications Submission</td>
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<td>Title of RFQ</td>
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## Qualifications Packet Checklist

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<td>Signed in <strong>BLUE</strong> ink and notarized Offer and Submittal (Exhibit I-A)</td>
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