



CITY OF HOUSTON
REQUEST FOR QUALIFICATIONS (RFQ)
GREENSPPOINT FLOOD RECOVERY AND
RESILIENCE NEIGHBORHOOD STUDY
SOLICITATION NO.: S63-Q29668

Date Issued: October 2, 2020

Pre-Submittal Conference: October 15, 2020 @ 10:00 A.M (CT)
Virtual Conference Information:
Conference Number: + 1 936-755-1521
Conference ID: 619 912 227#
(Please mute your phone for the duration of the call)

Pre-Submittal Questions Deadline: October 23, 2020 @ 2:00 P. M. (CT)

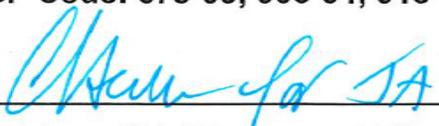
Statement of Qualification Due Date: November 12, 2020 @ 4:00 P.M., (CT)

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Project Summary: This RFQ is being advertised to secure the services of a qualified firm/team to provide a flood recovery and resilience neighborhood pre-engineering study for the Greenspoint neighborhood in North Houston. The anticipated contract term is for two (2) years with a one (1) year option to renew, for a maximum three-year contract term.

NIGP Code: 578-63; 906-64; 918-92

MWBE Goal: 24%



Jerry Adams, Chief Procurement Officer

10/2, 2020

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PART I – GENERAL INFORMATION

1.0 General Information

- 1.1. The City of Houston (“City”) is currently seeking Statements of Qualification from qualified Respondents to provide a flood recovery and resilience neighborhood pre-engineering study (the “Study”) for the Greenspoint neighborhood, located in north Houston.
- 1.2. The Study will refine and advance recommendations from the City’s Living with Water Houston report (January 2020), the Houston-Galveston Area Council’s Livable Centers Study for Greenspoint (March 2020) and the Greater Houston Flood Mitigation Consortium’s Greenspoint Resiliency Plan (November 2019). The Study shall include a: (1) feasibility analysis that takes technical and financial criteria into consideration; (2) long-range phasing plan; (3) robust stakeholder engagement process for the development of specific structural and non-structural components, including financial components; and (4) flood mitigation recommendations for each phase of executing the transformative vision for a more resilient Greenspoint.

2.0 City of Houston Background

- 2.1. The City is the fourth largest city in the United States, comprising 23 departments with multiple locations throughout the City.
- 2.2. The \$5 billion annual budget includes funding for general government expenditures and enterprise systems including the combined utility system and the airports. The \$8 billion five-year capital improvement plan includes planned appropriations for general government and enterprise systems and is inclusive of major equipment purchases such as information technology systems and vehicles. For further details, please refer to FY2020 Adopted Budget as well as the most recent Monthly Financial Report (<http://www.houstontx.gov/budget/index.html>) and the FY20-24 Adopted Capital Improvement Plan (<http://www.houstontx.gov/cip/>).

3.0 Solicitation Schedule

- 3.1. The City may hold interviews for the benefit of clarifying Statement of Qualifications (SOQ). Respondent(s) shall be prepared to accommodate the schedule requirements throughout the procurement process so as not to unreasonably extend the length of the procurement process. Respondent(s) may be required to provide additional information before the City selects the responses that best meet the RFQ requirements.
- 3.2. The following schedule has been established for this Solicitation process. The City reserves the right to modify the schedule during the Solicitation process.

Description	Scheduled Date
Date RFQ is Issued	October 2, 2020
Pre-Submittal Conference	October 15, 2020
Deadline for Questions	October 23, 2020
Letter of Clarification(s) Issued	October 30, 2020
Statement of Qualifications Due from Respondents	November 12, 2020
Notification of Shortlisted Firms (Estimated)	January 2021
Oral Presentations/Interviews (Estimated)	February 2021
Council Agenda Date (Estimated)	March 2021
Contract Start Date (Estimated)	March 2021

PART II – SCOPE OF WORK

1.0 PURPOSE

- 1.1. Greenspoint, a community located in North Houston, has experienced severe disinvestment as a result of chronic flooding influenced by its unique hydrological challenges and land development patterns. It is located in the Greens Bayou and Halls Bayou watersheds. In 2017, Hurricane Harvey impacted over 24,730 homes, displacing thousands of families and disrupting businesses in the community. Hurricane Harvey magnified the need to analyze the Greens and Halls bayous for evaluating flood risk and potential impacts on the Greenspoint community. As a result of Hurricane Harvey, the City hired its first Chief Resilience Officer to lead, the Living with Water Houston program launched in November 2018 which aims to gather data, build consensus among experts, and develop a strategy tool kit tailored to meet the needs of Houstonians. Recognizing that Houston has a diverse landscape and each neighborhood has a specific set of challenges, Greenspoint, Kashmere Gardens, and Independence Heights were selected as case studies with the intent of identifying solutions that could be replicated throughout the city. The first phase of the Living with Water Houston strategy development efforts focused on the causes and consequences of 2015, 2016, and Harvey (2017) flooding for these three neighborhoods. This report lays the foundation to develop a neighborhood plan for the Greenspoint area and offers the opportunity to take a deeper dive into integrating the flood risk reduction strategies proposed with equity, housing, transportation, emergency response, and mobility.
- 1.2. The next phase of the City's Living With Water Houston program will conduct a "Living with Water Greenspoint" flood recovery and resilience neighborhood pre-engineering study (the "Study") for Greenspoint that includes a technical and financial feasibility analysis and long-range phasing plan, robust stakeholder engagement process for the phasing plan and the development of specific structural and non-structural flood mitigation recommendations, which including financial considerations, for each phase of executing the supporting visions for Greenspoint. The Study will not only target flood risk reduction, to protect against storms like Hurricane Harvey, but also leverage existing City efforts and private funding to provide safe and affordable housing to the residents, drive economic development, improve quality of life and preserve the cultural identity of the neighborhood. The Study will be based on the supporting vision and recommendations - generated through the City's Living with Water Houston report, Houston-Galveston Area Council's Livable Center Study, and the Great Houston Flood Mitigation Consortium's Greenspoint Resiliency Plan and advance these efforts to address the flood risk and additional needs of the community at a bayou, neighborhood, and individual scale, in accordance with Resilient Houston. The Study will lay out a strategy with specific objectives and tactics for advancing the proposed recommendations, selecting storm water detention areas, buy-in/buy-out opportunities, development of a Bayou parks, and other proposed recovery and resilience actions resulting from the first phase of the Living with Water Houston program.
- 1.3. The various studies and plans already in existence that are routinely referenced throughout this RFQ can be found at the links below in Attachment B.
 1. Houston Permitting Center - <https://www.houstonpermittingcenter.org/office-city-engineer/design-and-construction-standards#agency-links-1471>
 2. Sidewalks Program - <https://www.publicworks.houstontx.gov/sidewalk-program#:~:text=Home,Sidewalk%20Program,accessibility%20for%20people%20with%20disabilities>.
 3. Complete Communities Initiative - <https://www.houstontx.gov/completemunities/>

4. Gulfton – (action plan)
<https://www.houstontx.gov/completenesscommunities/gulfton/Gulfton-Action-Plan-English.pdf>
5. Gulfton- (data book)
https://www.houstontx.gov/completenesscommunities/docs_pdfs/Gulfton/CC-GU_CommunityAssetBook_01_02_2018.pdf
6. Kashmere – (data book only, no action plan yet)
https://www.houstontx.gov/completenesscommunities/kashmeregardens/docs_pdfs/CC-KG-DataBook_10_14_19.pdf
7. Walkable places -
http://www.houstontx.gov/planning/Commissions/docs_pdfs/Walkable_Places_Summary_Report.pdf
8. Resilient Houston - <https://www.houstontx.gov/mayor/Resilient-Houston-20200518-single-page.pdf>
9. Living with Water - <https://www.houstontx.gov/mayor/Living-With-Water-Final-Report.pdf>

2.0 OBJECTIVE

- 2.1. To conduct a “Living with Water Greenspoint” flood recovery and resilience neighborhood study (the “Study”) for Greenspoint. The Study will further refine and advance recommendations from the City’s Living with Water Houston report (January 2020), the Houston-Galveston Area Council’s Livable Centers Study for Greenspoint (March 2020) and the Greater Houston Flood Mitigation Consortium’s Greenspoint Resiliency Plan (November 2019). The Study will include a technical and financial feasibility analysis, long-range phasing plan, robust stakeholder engagement process for the phasing plan and the development of specific financing and structural and non-structural flood mitigation recommendations, including financial considerations for each phase of executing the supporting visions for Greenspoint.

3.0 SCOPE OF WORK (KEY TASKS)

- 3.1. Review and evaluation of existing plans and programs related to resilience and recovery in Greenspoint to identify consistency and align recommendations and efforts. This activity will require document review and at least one meeting with authors of existing reports and plans and City staff. The deliverables of this task shall be utilized to develop a pre-engineering analysis, which includes an analysis of technical and financial feasibility components.
 - 3.1.1. City’s Living with Water Houston report (January 2020),
 - 3.1.2. The Houston-Galveston Area Council’s Livable Centers Study for Greenspoint (March 2020),
 - 3.1.3. The Greater Houston Flood Mitigation Consortium’s Greenspoint Resiliency Plan (November 2019).
 - 3.1.4. Resilient Houston (February 2020)

- 3.1.5. Harvey Recovery efforts, including HUD CDBG-DR 17, FEMA PA, FEMA HMGP, and CDBG-MIT Programs
- 3.1.6. Other regional partner efforts, including but not limited to Houston Parks Board, TxDOT, Rice University, North Houston Management District, USACE, HCFCD, and Bush Intercontinental Airport, and METRO.

Deliverable 3.1: Technical memo with a summary of findings and detailing existing recommendations that align existing recommendations that are conflicting or contradictory and existing recommendations that require further research and development.

3.2. Development of a technical analysis of multi-risk and vulnerability in Greenspoint which shall include evaluation of existing plans, recommendations, and identification of gaps. The evaluation of flood risk shall consider socio-economic and environmental factors, including, but not limited to:

- 3.2.1. Flood impacts and repetitive loss data for existing residential, commercial, industrial, and public facilities. This includes evaluation of flood risk hazards and hydraulic and hydrologic data compiled by the City and partners.
- 3.2.2. Multi-hazard vulnerability assessment, including flooding (Atlas 14) and climate projections.
- 3.2.3. Ongoing initiatives, program, and flood mitigation and drainage related regulations and policies in the area as well as private sector developments approved or in process.
- 3.2.4. Information related to the TIRZ, Management District, Opportunity Zone, City and County Boundaries can be found at the following websites:
 - 3.2.4.1. TIRZ Boundary link: <https://www.houstontx.gov/ecodev/tirz/11.html>
 - 3.2.4.2. Management District: <https://www.northhouston.org/>
 - 3.2.4.3. City and County Boundaries can be found utilizing the City's Geographic Data webpage. <http://mycity.houstontx.gov/home/maps.html>
 - 3.2.4.4. Opportunity Zone: <https://www.houstontx.gov/opportunityzones/houstonOZ.html>

NOTE: Engineers, Landscape Architects or other such allied professionals included in the team, shall perform technical engineering analysis to provide engineering, landscape architecture, or other drawings (purposed for signing and sealing, and/or construction) for inclusion in the Baseline Analysis or Final Draft of the Study (referenced in Task 3.5).

Deliverable 3.2: Technical Memo that presents Greenspoint's vulnerability analysis and baseline conditions as well as recommendations based on technical feasibility

3.3. Conduct a feasibility analysis, including a financial analysis, of the existing and emerging flood recovery and resilience recommendations to inform the long-range phasing plan taking into consideration:

- 3.3.1. Cost benefit analysis;
- 3.3.2. Legal and regulatory project requirements;

3.3.3. partnerships and funding sources and their effect on the overall project; and

3.3.4. Procedural and administrative components.

Deliverable 3.3: Feasibility Report, including a financial analysis of each considered alternative

3.4. Proposer shall support a robust, participatory, stakeholder and community engagement process to be applied throughout the Study in order to obtain data to inform and guide technical feasibility analysis and final recommendations. The stakeholder and community engagement function should be on-going throughout the Study and will include briefings and meetings to the community to communicate results and progress. The possibility of holding virtual stakeholder meetings, workshops, or additional engagements for the purposes of collecting or confirming data, obtain feedback, or communicate results must be taken into account. These activities will be led by the City and Proposer shall support the public engagement efforts conducted by the City, including but not limited to preparing exhibits, materials, survey questions, attending meetings to answer questions, reviewing and analyzing community input and comments for consideration in the Study.

3.4.1. A minimum of 6 focus groups with stakeholders designed to reach a minimum of 6 different stakeholder groups for validation of existing plans and data.

3.4.2. Hold one monthly project management meeting/call with key project stakeholders.

3.4.3. Hold a minimum of 3 meetings or workshops to communicate progress to Greenspoint community, including residents and businesses.

3.4.4. Develop materials, including presentations and additional informational documents to support all workshops and meetings.

Deliverable 3.4 (a): Project stakeholder engagement plan which includes list of stakeholders, timelines of meetings, workshops, and public outreach engagements

Deliverable 3.4 (b): Minutes and presentations of all stakeholder meetings and outreach engagements

NOTE: All engagement must be conducted for the purposes of completing the Study and is expected to take place throughout the duration of this effort.

3.5. Deliver a draft Study that includes the following:

3.5.1. A comprehensive vision for Greenspoint's transformation into a resilience district that includes structural and non-structural flood mitigation recommendations with technical evaluation of financing, policy and governance implications that impact phasing plan and project delivery with appropriate graphics and financial documentation.

3.5.2. A phasing plan with near, mid and long-term implementation pathway and proposed funding streams.

3.5.3. Generalized recommendations for long-term communication and engagement with commercial, residential, City, and regional stakeholders to facilitate implementation of the Study.

3.5.4. Release of the Study to the broader community, stakeholders, and partners for implementation

Deliverable 3.5 (a) Draft of Living with Water Greenspoint – Recovery and Resilience Neighborhood Pre-engineering Study.

Deliverable 3.5 (b): Final Draft of Living with Water Greenspoint – Recovery and Resilience Neighborhood Pre-engineering Study. Minimum of 100 printed copies.

3.6. Project Management, including but not limited to internal kick-off meeting and progress report.

3.6.1. Biweekly project meeting/calls with City's project steering committee

3.6.2. General Project Management Reporting and coordination

3.6.3. Presentations

Note: The tasks outlined above are not linear and some are concurrent. The selected Proposer shall present recommendations on how to structure and overlay these tasks in a logical manner within the project timeline.

PART III – SELECTION PROCESS

1.0 Evaluation Committee

1.1. An evaluation committee shall evaluate Respondents' submissions in accordance with the evaluation criteria listed in Part IV. Upon completion of the evaluation, the committee may develop a short list of Respondent(s) based on the scores for the technical competence requirements (e.g. Respondent's background and experience providing similar services, management approach and understanding of scope requirements and background and experience of key personnel). The shortlisted Respondent(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Respondent(s)' meetings, the evaluation committee will summarize its findings and recalculate scores for technical competence, if needed. The evaluation committee also 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.

2.0 Evaluation and Selection Process

2.1. 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.

2.2. The City reserves the right to check references on any projects performed by the Respondent, 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.

3.0 Contract Award

- 3.1. 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.

4.0 Interviews/Oral Presentations/Demonstrations

- 4.1. The City reserves the right to request that Respondent(s) provide a final presentation handout of its Submittal at their scheduled meeting. No Respondent may attend presentations of any other Respondent. If necessary, Respondents may be scheduled for more than one presentation, demonstration, or interview.

5.0 Selection of Respondent

- 5.1. The City intends to select a Respondent that best meets the needs of the City and that provides the best overall value based on its qualifications. The City reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the City. After the evaluation process is complete, the City's Chief Procurement Officer (CPO), in his sole discretion, may disqualify a Respondent based on negative references if it is determined the Respondent is not qualified to perform the work. Upon review of all information provided by Respondents, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Respondent, a contract shall be executed by the appropriate City officials.

6.0 Best and Final Offer (BAFO)

- 6.1. The City reserves the right to request a BAFO(s) from one or more finalists.

PART IV – EVALUATION CRITERIA

1.0 Responsiveness of Submission (Pass/Fail)

- 1.1. 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.

2.0 M/WBE Compliance (Pass/Fail)

- 2.1. 24% level of MWBE subcontracting participation or a demonstrated Good Faith Efforts by Respondent to meet such level of participation.

3.0 Financial Stability of the Respondent (Pass/Fail)

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

- 3.1.1. Last two years of audited accrual-basis financial statements, including an income

statement, cash flow statement, and balance sheet;

- 3.1.2. If applicable, last two years of consolidated statements for any holding companies or affiliates;
 - 3.1.3. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 3.1.4. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.
- 3.2. 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:
- 3.2.1. Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 3.2.2. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 3.2.3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract;
- OR
- 3.2.4. Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

4.0 Technical Competence Requirements

- 4.1. 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.
- 4.2. **RESPONDENT'S BACKGROUND AND EXPERIENCE PROVIDING SIMILAR SERVICES (40 POINTS)**
 - 4.2.1. This criterion considers the Respondent's track record, qualifications, and knowledge of the services being requested, including development of structural and non-structural flood risk reduction strategies that lessen the frequency or severity of flooding or decrease predicted flood damage and other hazards. 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, Section 5.0, Respondent's Background and Experience Providing Similar Services.**
- 4.3. **MANAGEMENT APPROACH AND UNDERSTANDING OF SCOPE REQUIREMENTS (40 POINTS)**
 - 4.3.1. 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, Section 6.0, Management Approach and Understanding of Scope Requirements**.

4.4. BACKGROUND AND EXPERIENCE OF KEY PERSONNEL (20 POINTS)

- 4.4.1. This criterion considers the specialized experience and prior work history of the Key Personnel proposed by the Respondent to provide the services contemplated in the Scope of Work as evidenced by the successful delivery of previous projects for clients similar to the City of Houston. These items are described in more detail in **Part VI, Section 7.0, Background and Experience of Key Personnel**.

5.0 Evaluation Matrix

Evaluation Criteria	Max Score
Responsiveness of SOQ	Pass/Fail
M/WBE Compliance	Pass/Fail
Financial Stability of Respondent	Pass/Fail
Respondent's Background and Experience Providing Similar Services	40
Management Approach and Understanding of Scope Requirements	40
Background and Experience of Key Personnel	20
TOTAL	100

PART V - SUBMISSION INSTRUCTIONS TO RESPONDENT(S)

1.0 Delivery of Submissions

- 1.1. 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.
- 1.2. 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.
- 1.3. 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 Statement of Qualifications, and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials will not be

returned.

- 1.4. Packaging and Labeling: All submittals must be labeled on the outside of the box with the Respondent's name and the name of the project. If Respondent's submittal is contained in multiple boxes, boxes must be labeled box 1 of 2; 2 of 2, etc. To the extent that Respondent uses multiple boxes, please place the Original, signed and notarized Offer and Submittal form in the first box.
- 1.5. Number of Copies:
 - 1.5.1. Hard Copies: Respondent shall submit one (1) hard copy of the Statement of Qualifications marked as 'Original' with a printed, signed and notarized Offer and Submittal form, Exhibit 1-A in blue ink.
 - 1.5.2. Electronic Copies: Six (6) NON-PASSWORD PROTECTED electronic thumb electronic thumb drives each containing an electronic PDF version of the Statement of Qualifications. The PDF version shall be submitted in a format that is indexed and has recognizable and searchable text. The thumb drives shall be submitted in a sealed envelope labeled with the Respondent's name and the name of the project.
- 1.6. Financial Documents: One (1) copy of financial documents in a separate sealed envelope. Do not include financials on the thumb drives.
- 1.7. 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 STATEMENT OF QUALIFICATIONS

THIS SECTION DETAILS THE REQUIREMENTS FOR SUBMITTING ALL REQUIRED INFORMATION TO THE CITY. ADHERENCE TO THESE SUBMISSION REQUIREMENTS WILL PROVIDE A DEGREE OF UNIFORMITY IN SUBMISSIONS. THEREFORE, PLEASE TAB SECTIONS ACCORDINGLY AND FOLLOW THE OUTLINE LISTED BELOW.

1.0 Table of Contents

- 1.1. The table of contents shall be organized to mirror the submission requirements in sequential order.

2.0 Executive Summary

- 2.1. The Executive Summary 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.

3.0 Certificate of Authority

- 3.1. 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.

4.0 Offer and Submittal

- 4.1. The Offer and Submittal form shall be **notarized and signed 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 1-A**, Offer and Submittal form, provided in this RFQ.

5.0 Respondent's Background and Experience Providing Similar Services (40 POINTS)

- 5.1. Respondent shall demonstrate professional qualifications through its background and experience providing similar services to other clients. Minimum submission shall specifically address the following:
 - 5.1.1. Matrix of Respondent experience working with municipalities and adherence to local, state, and federal regulatory standards.
 - 5.1.2. Respondent 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.
 - 5.1.3. In no more than two (2) pages, please identify three (3) previous planning/design programs, studies, and other activities where Respondent was engaged as a prime or sub-contractor. For each planning/design project, please provide the following details:
 - 5.1.3.1. Project name and brief description of services rendered
 - 5.1.3.2. Indicate whether project involved federal funding
 - 5.1.3.3. Location
 - 5.1.3.4. Client, address, telephone number
 - 5.1.3.5. Description of systems, services and/or staffing solutions provided by Respondent in support of project
 - 5.1.3.6. Total contract gross amount (Respondent's amount, if different)
 - 5.1.3.7. Proposed budget vs actual budget
 - 5.1.3.8. Principal-in-charge
 - 5.1.3.9. Date completed
 - 5.1.3.10. Client reference (name, position, phone, email address)

6.0 Management Approach and Understanding of Scope Requirements (40 POINTS)

- 6.1. Respondent shall provide a detailed description of their proposed approach to the Project's requirements and how will they 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.
- 6.2. 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.

- 6.3. Respondent shall describe how it will best utilize the previous plans outlined in **PART II – SCOPE OF WORK, Section 1.3** to achieve project success.
- 6.4. Work Plan: Respondent shall provide anticipated timeframes for completion of key deliverables as described in the Scope of Work provided in this RFQ. This should correspond with the staffing plan to clearly demonstrate the availability of key personnel to work on this Study. It is assumed that key personnel may be assigned to other projects to be completed simultaneously with this Study. Respondent shall demonstrate that key personnel can be committed to this Study and can prioritize and complete their respective tasks.
- 6.5. Respondent is encouraged to propose any additional issues or matters relating to the Scope of Work that Respondent believes should be addressed.

7.0 Background and Experience of Key Personnel (20 POINTS)

- 7.1. 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.
- 7.2. 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.

8.0 Quality Control Program

- 8.1. Respondent shall provide methodology and approach for quality assurance and control and applicable signatory review by principal designers and the engineer of record EOR.

9.0 Federally Funded Project Compliance

- 9.1. Respondent shall demonstrate how it plans to comply with the regulations related to the HUD CDBG-DR 17 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.

10.0 M/WBE Participation

- 10.1. 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.

11.0 Legal Actions

11.1. Respondent shall certify that it satisfies the conditions set forth in the following:

11.1.1. 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.

12.0 Certifications and Licenses

12.1. Where applicable, Respondents' staff must meet and maintain current certifications and/or licensure requirements as mandated by the state law or appropriate licensing authority. Attach any required certifications or license as requested in this RFQ.

13.0 Exceptions to Terms and Conditions of Sample Contract

13.1. All exceptions to the Sample Contract included with this RFQ shall be submitted in a clearly identified separate section of the submission. 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 - COMPLIANCE GUIDELINES AND REFERENCES

1.0 Standard of Care

1.1. 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.

2.0 SAM Registration and other Certifications

2.1. 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 (SON) 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.

3.0 Suspension and Debarment

- 3.1. 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 Administration 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 must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.
- 3.2. 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).
- 3.3. Respondent has and shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction entered into.
- 3.4. A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit VI. 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.
- 3.5. 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.
- 3.6. 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.

4.0 Applicable Laws

- 4.1. 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:
 - 4.1.1. 24 CFR Part 570, Subpart I;
 - 4.1.2. 2 CFR Part 200;
 - 4.1.3. Public Law 109-148 (Department of Defense Appropriations Act, 2006);
 - 4.1.4. Public Law 109-234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006);
 - 4.1.5. 48 CFR, Part 31 regarding the allowability of costs;
 - 4.1.6. 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;
 - 4.1.7. "Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities," 24 CFR Part 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6.

PART VIII - SPECIAL CONDITIONS

1.0 No Contact Period

- 1.1. 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 /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 /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.

2.0 Contract Negotiations

- 2.1. 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.

3.0 Cost of SOQ

- 3.1. 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.

4.0 Confidential Information

- 4.1. 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.

5.0 Equal Opportunity Employment

- 5.1. 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.

6.0 M/WBE Contract Compliance

- 6.1. 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.
- 6.2. 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:
 - 6.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - 6.2.2. Assuring that small and minority businesses, and women's business enterprises are

solicited whenever they are potential sources.

- 6.2.3. 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.
- 6.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 6.2.5. 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.

6.3. 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.

7.0 Pay or Play Program

7.1. 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.

8.0 Protests

8.1. 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.

9.0 Amendments, Informalities. and Cancellation

9.1. 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.

10.0 Anti-Boycott of Israel

10.1. 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.

11.0 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

11.1. 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

12.0 Preservation of Contracting Information

- 12.1. 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.

13.0 Laws, Codes, & Safety Guidelines

- 13.1. **Federally Funded Contract.** The successful bidder will be required to execute a standard City of Houston agreement. Respondents should be advised that once a project is awarded it will be a unit- price contract. The contract will be subject to a not to exceed amount which the awarded contractor exceeds at its own risk.
- 13.2. **The City Intends to Utilize CDBG-DR Funding for the Agreement.** In addition other federal, state, and local funding sources, the City intends to utilize CDBG-DR funding The selected Proposer must comply with all applicable governing local, state, and federal laws, executive orders, regulations, requirements, and guidelines, including but not limited to FR-6066-N- 01, FR-6109-N-01, 24 C.F.R. part 570, and 2 C.F.R. part 200 and other Federal requirements. The selected Proposer shall comply with all laws, codes and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:
- 13.2.1. **Compliance with Environmental Laws.** Selected Proposer shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into environment and to generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C § 9602 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976(42 USC. § 6901 et seq.), the Clean Water Act (33 U.S.C.§ 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) The Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C §& 651 et seq.), the Emergency Planning and Community Right-to-know Act (42 U.S.C § 11001 et seq.), Texas Commission on Environmental Quality (TCEQ) (415 ILCS 5/1 through 5/56.6) and the Municipal Code of the City of Houston, each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulation promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, "Environmental Laws").

13.2.2. **Permits.** The Proposer shall at their own expense and in its own name obtain and maintain all permits, licenses, vehicle stickers, certificates and licenses required by the City and/or other State or Federal requirements as may be necessary to legally perform its obligation.

13.3. **HUD's Section 3 Program:** The work to be performed under any contract issued pursuant to this RFQ is on a project assisted under a program providing federal financial assistance from the U.S. Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 C.F.R. Part 135 apply to any contract issued pursuant to this RFQ. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City

HUD's Section 3 program requires that recipients of HUD CDBG funds, such as the City, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. This requirement is a flow-down to all Proposers contracted to the City and will be included in the Project Documents.

The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement issued pursuant to this RFQ. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract issued pursuant to this RFQ shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

The contractor shall have completed, signed and delivered a Voluntary Compliance Form

(provided by the City) to the Director prior to the execution of this Agreement.

PART IX - INSTRUCTIONS TO RESPONDENTS

1.0 Pre-Submission Conference

- 1.1. 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.

2.0 Additional Information and Specification Changes

- 2.1. 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 SOQ in response to this RFQ, Respondent acknowledges that Respondent has reviewed and received all addenda issued, if applicable.

3.0 Letter(s) of Clarification

- 3.1. 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).

4.0 Examination of Documents and Requirements

- 4.1. 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.
- 4.2. 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.

5.0 Post-Submission Discussions with Respondent(s)

- 5.1. 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.

6.0 Financial Evaluation

- 6.1. 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.
- 6.2. 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.

PART X – REQUIRED FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS

- A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- B. Signed M/WBE Forms (Exhibit II): Attachment “A” Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts; Attachment “B” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report; Attachment “C” Certified M/WBE Subcontract Terms; Attachment “D” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report
- C. City of Houston Ownership Information Form (Exhibit III)
- D. Anti-Collusion Statement (Exhibit IV)
- E. Conflict of Interest Questionnaire (Exhibit V)
- F. Certification for Debarment and Suspension (Exhibit VI)
- G. Equal Opportunity Clause (Exhibit VIII)

PART XI – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

- A. Insurance Requirements and Insurance Certificate
- B. Drug Policy Compliance Agreement (Exhibit “B”); Contractor’s Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit “C”); Drug Policy Compliance Declaration (Exhibit “D”)
- C. City Contractors’ Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>
- D. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- E. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>
- F. Anti-Lobbying Certification (Exhibit VII)

**EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED
SUBCONTRACTORS**

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**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: SOQ MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE RESPONDENT, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN RESPONDENT 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 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 II ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION**

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWBE Subcontractor	Street Address, City, State, Zip Code, Tel # & Email	Certification Type for Goal MBE, WBE (Each Respondent may only be used for <u>one</u> goal type)	NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation

TOTAL	\$
MWBE PARTICIPATION AMOUNT	\$
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 with the City’s MWBE Program. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

****All Respondents listed on this MWBE Participation Plan must be certified by the Office of Business Opportunity at the time of bid submission. The completed MWBE Participation Plan must be returned with the bid form.**

The undersigned will enter into a formal subcontracting or supply agreement with the MWBEs subcontractors and suppliers listed on this participation plan upon award of a contract with the City.

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name 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.

_____ is currently certified with the City of Houston's Office of Business (M/W/BE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor

_____ Intend to
M/W/BE Subcontractor

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 Contractor)

Signed (M/W/BE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

Attachment “C”

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracting agreements with M/WSBE Subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO MEDIATION**” contain the following terms:

1. _____(M/WSBE Subcontractor/Supplier) shall not delegate or subcontract more than 50% of the work under this subcontracting agreement to any other Subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity.
2. _____(M/WSBE Subcontractor/Supplier) 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 subcontracting agreement. 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 subcontracting agreement, Contractor (prime contractor) and Subcontractor shall designate in writing to the Office of Business Opportunity 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 and regulated contracts as defined in City Code of Ordinances, Chapter 15, Article 5.

The MWSBE policy of the City of Houston will be discussed during the pre-submittal conference. For information, assistance, and/or to receive a copy of the City’s Office of Business Opportunity polices and/or governing ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

Revised June 2016

City of Houston Certified M/WSBE
Subcontract Terms

**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: _____

MWBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on 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

REV. 12/23/2019

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,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

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.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- 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.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

LISTING OF OFFICERS

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

Name	Officer	Address

LISTING OF DIRECTORS OR MEMBERS

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

Name	Director or Member	Address
Name	Director or Member	Address
Name	Director or Member	Address
Name	Director or Member	Address
Name	Director or Member	Address

CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

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.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

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 M

ANTI-COLLUSION STATEMENT

The undersigned, as Respondent, certifies that the only person or parties interested in this Proposal 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 For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

EXHIBIT VI

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This Addendum and Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that neither the Consultant, its principals (defined at 2 C.F.R. §180.995), or 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).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Addendum, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) 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 certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions 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. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8) 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 the covered transaction, 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 Non-Procurement Programs.
- 9) 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.

CERTIFICATION

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary 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 and Title

Signature

Date

EXHIBIT VII

ANTI-Lobbying Certification

The undersigned Consultant certifies, to the best of his or her knowledge, 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 City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 agreement, 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 subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) 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 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned Consultant, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 USC § 3801 *et seq.*, apply to this certification and disclosure, if any.

Consultant Name:	
President:	
Name of Authorized Official:	
Signature:	
Date:	

EXHIBIT VIII

EQUAL OPPORTUNITY CAUSE

The applicant/Consultant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant/Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant/ Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.