



CITY OF HOUSTON
REQUEST FOR QUALIFICATIONS (RFQ) PROFESSIONAL
ENGINEERING SERVICES FOR STORMWATER MASTER PLAN
Community Development Block Grant Disaster Recovery
SOLICITATION NO.: S76-Q29882

Date Issued:	June 18, 2021
Pre-Submission Conference:	June 30, 2021 @11:00 AM (CT) Virtual Conference Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 936-755-1521, 535807294# United States, Huntsville Phone Conference ID: 535 807 294#
Pre-Submission Questions Deadline:	July 8, 2021 @ 2:00 PM (CT)
Submission Due Date and Time:	July 29, 2021 @ 4:00 PM (CT)
Solicitation Contact Person:	Bridget W. Cormier, Sr. Procurement Specialist bridget.cormier@houstontx.gov 832-393-8715

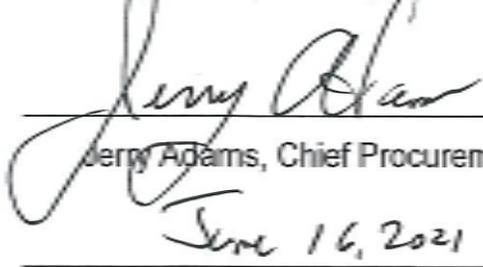
Project Term: This is for a two (2) year contract term.

Project Description: The City of Houston (“City”) intends to enter into multiple professional services contracts for engineering services to develop a comprehensive 2-D dynamic hydrologic and hydraulic model of the City’s flood mitigation and stormwater drainage infrastructure. The contracts for the Project will be for a lump sum, firm-fixed-price.

Notice About the City’s Early Payment Discount Program: The City’s standard payment term is to pay 30 days after the receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov’t, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

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

M/WBE Goal: 24%



Jerry Adams, Chief Procurement Officer
June 16, 2021

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PART I – INTRODUCTION

1. **General Information**

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

2. **Background and Scope**

The Project is being funded through the US Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) program. The City is the recipient or sub-recipient of CDBG-DR funding.

Hurricane Harvey was a transformative event for infrastructure planning in the City of Houston. The overwhelming amount of rainfall experienced during the storm demonstrated that large areas of the City are susceptible to the extreme risks posed by larger, more intense storm events. To better protect Houston residents against these risks, Houston Public Works (HPW) is implementing a process to better analyze performance of the City’s stormwater infrastructure system, using new rainfall data that incorporated rainfall amounts from Hurricane Harvey, to identify and assess areas of the City with the greatest need for system improvements. This shall be accomplished through the creation of the development of a City-wide, dynamic 2-D hydrologic and hydraulic models of flood mitigation and stormwater infrastructure throughout the City. The selected Respondents shall be capable of performing all services described herewith.

The Project is located throughout the City of Houston. The City shall be divided into watersheds, and each selected Respondent shall be assigned to the development of a dynamic 2-D hydrologic and hydraulic model of the flood mitigation and stormwater drainage infrastructure contained within their assigned watershed. Development of the models shall be coordinated among the selected Respondents with overall management and oversight provided by the City and the City’s Representative.

The outcomes of this Project shall be integrated into the City’s One Water planning efforts as the basis for a stormwater utility strategic master plan. The stormwater utility strategic master plan shall compliment strategic master plans for the City’s water and wastewater utilities, which are being completed through a separate effort. The One Water Plan shall communicate with other City master plans, including the Resilient Houston Strategy and Climate Action Plan, to transform the Houston region’s relationship with water and the ability to respond to the shocks and stressors of climate change for the benefit of our people, our economy, and our environment.

Task 1: Project Management

Provide general project management for the length of the project including kickoff and progress meetings, agency coordination, quality control, invoicing/billing, and attending project workshops. Selected Respondents will be required to follow guidelines outlined by the City of Houston and the project management team. All deliverables must provide documentation of thorough QA/QC prior to submission to the City.

Task 2: Data Collection

Obtain, review, and confirm information related to the existing flood mitigation and stormwater drainage infrastructure of their assigned watershed needed to develop a drainage model. Collection may include GIS shapefiles, LiDAR, as-built plan drawings, rainfall information, and limited survey. Information should be reviewed and adjusted prior to model development.

Task 3: Model Development

Using criteria outlined by the City and InfoWorks ICM, develop 2-D hydrologic and hydraulic models of the assigned watershed of the existing City drainage infrastructure. Hydrologic model development may consist of basin delineation, hydrologic parameter selection, historical event validation, and frequency storm simulation. Hydraulic model development may include 1D component development including roadside ditches and storm sewers, 2D mesh creation, boundary conditions for Harris County Flood Control District (HCFCD) channels, historical event validation, and frequency storm simulation.

After completion of the model development, Respondents may also be tasked with simulating rainfall frequency events to identify locations where excessive ponding outside of the City’s right of way may result in the risk of structural flooding. Other tasks related to analyses for infrastructure improvements or flood mitigation strategies may also be assigned.

Task 4: Documentation

The deliverables for this project include the hydrologic and hydraulic models as developed in Task 3 and a document summarizing the project. Documentation may include coordination meetings minutes, model development process, GIS model results including depth rasters for the assigned watershed, and the QA/QC backup in a summary report including any exhibits and appendices to summarize the process.

Respondents shall possess qualifications and previous experience with federally funded and locally let projects. Respondents shall have experience in 2-D dynamic modeling of stormwater infrastructure. Respondents eligible for this contract shall have strong and extensive resources that are able to provide dedicated project managers, senior engineers, engineering interns, project technicians and administrative assistants.

3. Solicitation Schedule

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

<u>EVENT</u>	<u>DATE</u>
Date of RFQ Issued	June 18, 2021
Pre-Submission Conference	June 30, 2021
Questions from Respondents Due to City	July 8, 2021
Submissions Due from Respondents	July 29, 2021
Notification of Intent to Award (Estimated)	September 2021
Council Agenda Date (Estimated)	November 2021
Contract Start Date (Estimated)	December 2021

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4. DEFINITIONS AND TERMS

“Agreement” refers to the subsequent agreement entered into between the City and the selected Respondent after successful contract negotiation.

“Community Development Block Grant Disaster Recovery (CDBG-DR)” is a federal program administered by the US Department of Housing and Urban Development (HUD) that provides funding to assist State/Local Governments to design and implement sustainable actions to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

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

“General Land Office” (GLO) and/or state grant funding for the City and the City’s receipt of the necessary approvals, such as HUD approval of an eighth amendment to the Hurricane Harvey State Action Plan, the requisite GLO approvals, and execution of various contract agreements between the City and GLO

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

“Project” shall mean the creation of the development of a City-wide, dynamic 2-D hydrologic and hydraulic models of flood mitigation and stormwater infrastructure throughout the City, including related project management, data collection, model development, and documentation tasks identified herein. The Project shall be subject to and governed by the terms and provisions of this RFQ’s resulting Agreements and any related project documentation.

“Subcontractor” shall mean any person or entity who, pursuant to this RFQ’s resulting Agreement, will perform work on the project at the request of any selected Respondent.

“US Department of Housing and Urban Development” (HUD) is the Federal agency responsible for national policy and programs that address America’s housing needs, that improve and develop the Nation’s communities, and enforce fair housing laws.

PART II – TECHNICAL SPECIFICATIONS

1. Purpose

The City invites entities (“Respondents”) experienced in providing engineering services related to 2-D dynamic hydrologic and hydraulic modeling and analyses for flood mitigation and stormwater drainage infrastructure to submit responses. Respondents must be able to provide the required design services simultaneously for the components of the Project as described in *Part I.2*.

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

2. Minimum Requirements

2.1. Legal Actions

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

2.2. Certification and/or Licensure

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

2.3. Compliance

If applicable, Respondent and any subcontractors must comply with relevant federal laws, regulations, Executive Orders, federal agency requirements and state requirements.

2.4. Competitive Advantage

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

3. Key Personnel

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

PART III – SELECTION PROCESS

4. Evaluation Committee

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

5. Interviews/Oral Presentations/Demonstrations

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

6. Selection of Respondents

The City intends to select the most qualified Respondents that best meets the needs of the City, pending successful contract negotiation with each selected Respondent. The City anticipates that it will award five (5) contracts 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 Respondents (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 contracts with Respondents that are deemed qualified to meet the requirements outlined in this RFQ.

The City reserves the right to check references on any projects performed by the Respondent in accordance with *Part VI.7.3* of this RFQ, whether provided by the Respondent or known by the City. Upon review of all information provided by Respondents, the evaluation committee will make a recommendation for selection to City officials.

7. Contract Award

Although the City expects to award five (5) contract as a result of this RFQ, the City reserves the right to award as many contracts as the City deems necessary to complete the work from the finalist pool of qualified Respondents. Upon approval of the selected Respondents, the appropriate City officials shall execute contracts.

PART IV – EVALUATION CRITERIA

8. Responsiveness of Submission

Pass/Fail

Respondent's 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.

9. Technical Competence Requirements

100 Points Total

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

9.1. *Qualifications*

35 out of 100 Points

This criterion considers the Respondent's track record, qualifications, and knowledge of the services being requested, including development of 2-D hydrologic and hydraulic models, in particular InfoWorks ICM, and analyses for flood mitigation and stormwater drainage infrastructure, as described in *Part I.2*. This includes key resources assigned to successfully perform the scope of work. In addition, the Respondent's number of years of relevant experience and aptitude of key resources to provide the services identified in this RFQ shall be considered. These items are described in more detail in *Part VI.6*.

9.2. *Experience*

30 out of 100 Points

This criterion considers the specialized experience and prior work history of the Respondent in providing engineering services for federally funded projects and similar federally funded programs as evidenced by the successful delivery of previous projects for clients similar to the City of Houston. Design history of the Respondent (management and oversight of 2-D hydrologic and hydraulic modeling and analysis for flood mitigation and stormwater drainage infrastructure and other ancillary professional services) and the Respondent's Key Personnel shall be considered. These items are described in more detail in *Part VI.7*.

9.3. *Capacity to Perform*

20 out of 100 Points

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

2.4 ***Response to Exercise Questions***

15 out of 100 Points for Technical Competence Requirements

This criterion considers the information provided in the responses to the two exercises provided by the Respondent. These items are described in more detail in ***Part VI.13***.

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

Pass/Fail

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

11. Financial Stability of Respondent

Pass/Fail

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

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

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

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

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

OR

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

12. Evaluation Matrix

EVALUATION CRITERIA	SCORE
Responsiveness of Submission	Pass/Fail
Qualifications	35
Experience	30
Capacity to Perform	20
Exercise Response	15
M/WBE Participation	Pass/Fail
Financial Stability Record Submission	Pass/Fail
TOTAL SCORE	100

PART V – SUBMISSION INSTRUCTIONS TO RESPONDENT(S)

13. 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.

14. Complete Submission

Respondents shall carefully review all requirements and submit all documents and information as instructed within this RFQ. Incomplete submissions may result in submissions being deemed non-responsive and may not be considered for further

evaluation. Respondent shall use the Submission Checklist, included in **Exhibit VIII** of this RFQ.

15. **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* and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials will not be returned.

16. **Packaging and Labeling**

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

17. **Number of Copies**

Hard Copies: Respondent shall submit one (1) hard copy of the Qualifications Packet marked as 'Original' with a **printed, signed and notarized Offer and Submittal** form, **Exhibit I-A in blue ink** (City Secretary Office) and eight (8) hard copies. The Qualifications Packet shall be submitted in a sealed envelope and marked as indicated in **Exhibit VIII**.

Electronic Copies: Nine (9) NON-PASSWORD PROTECTED electronic thumb electronic thumb drives each containing an electronic PDF version of the Qualifications Packet. The PDF version shall be submitted in a format that is indexed and has recognizable and searchable text. The thumb drives shall be submitted separate from the hard copies in a sealed envelope and marked as indicated in **Exhibit VIII**.

PART VI – REQUIREMENTS FOR QUALIFICATIONS PACKET

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

18. **Submission Checklist**

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

19. **Table of Contents**

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

20. **Statement of Interest**

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

21. Certificate of Authority

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

22. Offer and Submittal

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

23. Qualifications

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

23.1. Relevant Qualifications

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.

23.2. Organizational Chart/Staffing Plan

Respondent 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.

23.3. Key Personnel/Resumes

Respondent 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.

24. Experience

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

24.1. Federally Funded Project Experience

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

24.2. Prior Project Descriptions

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

24.3. References

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

25. Capacity to Perform

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.

25.1. Work Capacity

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

25.2. 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.

25.3. *Work Plan*

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

25.4. *Quality Control Program*

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

25.5. *Federally Funded Project Compliance*

The City intends to utilize CDBG-DR funding for the agreement, if any, resulting from this RFQ. This RFQ, the award of a contract, and the execution of an agreement resulting from this RFQ is subject to and contingent upon the availability of adequate federal (i.e. HUD and/or state (i.e. GLO) grant funding for the City and the City's receipt of the necessary approvals, such as HUD approval of an eighth amendment to the Hurricane Harvey State Action Plan, the requisite GLO approvals, and execution of various contract agreements between the City and GLO.

Respondents shall demonstrate how they plan to comply with the regulations related to the CDBG 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.

26. Exercise Questions

Respondent shall provide one-page responses to the following questions:

26.1. *Exercise Question 1*

Provide methodology and procedures for developing a drainage model using City GIS data. Methodology should include all processes from data collection to model simulation. Include ways to validate the model results. Limit responses to one page. (10 points)

26.2. *Exercise Question 2*

City drainage infrastructure includes a wide variety of inlets, storm sewers, roadside ditches, and drainage channels. Explain methodologies and processes for reducing the level of detail needed in a City-wide model while maintaining similar levels of results to a highly detailed model. Limit responses to one page. (5 points)

27. M/WBE Participation

Respondent shall comply with the City's M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. In addition to the Affirmative Steps mentioned below in *Part IX.6*, 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, or demonstrated Good Faith efforts by Respondent to meet such level of participation. 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. Respondent shall identify the M/WBE participation level to equal at least 24% for this Project.

28. Legal Actions

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

29. Certifications and Licenses

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

30. Exceptions to Terms and Conditions of Sample Contract

All exceptions to the Sample Contract included with this RFQ shall be submitted in a clearly identified separate section of the submission, as indicated in **Exhibit VIII, Submission Checklist**. Submit any exceptions to the Sample Contract and include the rationale for taking those exceptions. Clearly cite the specific paragraphs within the Sample Contract where the exceptions occur and propose alternate language for City Legal consideration. When applicable, attach license and maintenance Agreement(s). Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. 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.

31. Cancellation

The City has sole discretion and reserves the right to cancel this RFQ, or to reject any or all submissions received prior to contract award. This RFQ does not commit the City to award any costs or pay any costs, or to award any contract, or to pay an costs associated with or incurred by the Respondent in preparing or responding, in any way to this RFQ; nor does this RFQ commit the City to award or execute a contract for the services or supplies requested in this RFQ. Respondent shall have no cause of action against the City in the event the City, for any reason, cancels, suspends, reissues, or terminates this RFQ; rejects any submissions; withdraws any notice to award; or ultimately declines to enter into an agreement resulting from this RFQ.

PART VII – ADDITIONAL REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms are to be submitted in addition to the submission requirements in *Part VI*. Exhibits listed below are provided in this RFQ.

Exhibit I	I-A Offer and Submittal, I-B List of References, and I-C List of Proposed Subcontractors
Exhibit II	II-A Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts II-B Office of Business Opportunity and Contract Compliance M/WBE Utilization Report II-C Certified W/WBE Subcontract Terms II-D Office of Business Opportunity and Contract Compliance M/WBE Utilization Report
Exhibit III	City of Houston Ownership Information Form: Ownership Disclosure Ordinance, Fair Campaign Ordinance
Exhibit IV	Anti-Collusion Statement
Exhibit V	Conflict of Interest Questionnaire
Exhibit VI	Byrd Anti-Lobbying Amendment
Exhibit VII	Debarment Certification
Exhibit VIII	Submission Checklist

PART VIII – COMPLIANCE GUIDELINES AND REFERENCE

32. Standard of Care

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

33. Compliance with Byrd Anti-Lobbying Amendment

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

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

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

34. SAM Registration and other Certifications

Respondent(s) must be eligible to procure this opportunity and subsequently contract with the City. Respondent(s) must provide proof of registration and active status with the System for Award Management (SAM <https://www.sam.gov/portal/SAM/#1>) and the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent(s) must meet all of the following conditions and certify

that 1) the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) the Respondent is in compliance with the State of Texas statutes and rules relating to procurement; and 3) the Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224 (blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism as amended). Upon contract award, this provision shall apply and be included in its entirety in Respondent's contracts.

35. Suspension and Debarment

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

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

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

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

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

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

36. Applicable Laws

The City intends to utilize CDBG-DR funding for the agreement, if any, resulting from this RFQ. This RFQ, the award of contracts, and the execution of any agreement resulting from this RFQ are subject to and contingent upon the availability of adequate federal (i.e. United States Department of Housing and Urban Development “HUD”) and/or state (i.e. General Land Office “GLO”) grant funding for the City and the City’s receipt of the necessary approvals, such as HUD approval of an eighth amendment to the Hurricane Harvey State Action Plan, the requisite GLO approvals, and execution of various contract agreements between the City and GLO.

The selected firms 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, and FR-6109-N-01, 24 C.F.R. part 570, and 2 C.F.R. part 200 and other Federal requirements. The selected firms 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:

Compliance with Environmental Laws. Selected firms 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**”).

2 C.F.R. Section 200.321 - 6 steps:

Selected Firm(s) must also adhere to and comply with 2 C.F.R. Section 200.321 if subcontracts are to be let under this agreement. Selected Firm(s), if subcontracts are to be let, are required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women’s business enterprises, and labor surplus area firms pursuant to 2 C.F.R. Section 200.321.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Selected Firm(s) should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

37. HUD's Section 3 Program

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 firms contracted to the City and will be included in the Project Documents.

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 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.

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 – SPECIAL CONDITIONS

38. No Contact Period

Neither Respondent nor any person acting on Respondent's 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 1.2**. 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 1.2** 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.

39. Contract Negotiations

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

40. Cost of SOQ

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

41. Confidential Information

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

42. Equal Opportunity Employment

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

43. M/WBE Contract Compliance

Respondent shall comply with the City's M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Respondent shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to M/WBEs, or demonstrated Good Faith Efforts by Proposer to meet such level of participation. Respondent acknowledges that it has reviewed the requirements for good faith efforts on file with the City's OBO and will comply with them.

44. Pay or Play Program

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

45. Protests

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

46. Amendments, Informalities, and Cancellation

The City reserves the right to alter, amend, or modify any provision of this solicitation, or to withdraw this RFQ, at any time prior to the award, if it is in the best interest of the City. The City reserves the right to waive minor informalities and irregularities in any RFQ

response received. The City has sole discretion and reserves the right to cancel this RFQ, or to reject any or all responses received prior to contract award.

The City has sole discretion and reserves the right to cancel this RFQ, or to reject any or all Proposals received prior to contract award. This RFQ does not commit the City to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred by the proposer in preparing or responding, in any way to this RFQ; nor does this RFQ commit the City to award or execute a contract for the services or supplies requested in this RFQ. Respondents shall have no cause of action against the City in the event the City, for any reason, cancels, suspends, reissues or terminates this RFQ; rejects any proposals; withdraws any notice to award; or ultimately declines to enter into an agreement resulting from this RFQ.

47. Anti-Boycott of Israel

Respondent certifies that it is not currently engaged in and agrees until the funds are exhausted under any contract resulting from award of this solicitation, not to engage in the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

48. Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

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

49. Preservation of Contracting Information

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

PART X – INSTRUCTIONS TO RESPONDENT

50. Pre-Submission Conference

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

51. Additional Information and Specification Changes

Requests for additional information and/or questions related to this RFQ shall be submitted to the contact provide on the front page of this RFQ. The City of Houston shall provide written responses to requests for additional information and/or questions received in writing, as well as any changes in the requirements or specifications contained in this RFQ, in the form of a Letter of Clarification to this RFQ before the submittal deadline. Any

Letter of Clarification to this RFQ shall be posted to the City website with the original RFQ. It is the responsibility of the Respondent to check for posted addenda. By submission of a proposal in response to this RFQ, Respondent acknowledges that Respondent has reviewed and received all addenda issued, if applicable.

52. Letter(s) of Clarification

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

53. Examination of Documents and Requirements

Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a submission to ensure that the submission meets the intent of this RFQ.

Before submitting a submission, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

54. Post-Submission Discussions with Respondent(s)

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

55. Financial Evaluation

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

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

56. Required Forms to be Submitted by Successful Respondent Only

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

- 1) Insurance Requirements and Sample Insurance Certificate.

- 2) Visit the following link for additional information and samples:
http://purchasing.houstontx.gov/forms/Certificate_of_Insurance.pdf and
http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf
- 3) Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Engineer’s Certification of No Safety Impact Positions Attachment “C” and “D”
- 4) City Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1”
- 5) Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.
- 6) Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate response.

EXHIBITS

**EXHIBIT I-A
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

_____ City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for) _____ County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I-B
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

EXHIBIT II
ATTACHMENT “A”
ATTACHMENT “B”, ATTACHMENT “C”, ATTACHMENT “D”

**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 {✓}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WBE			

TOTAL	\$
MWBE PARTICIPATION	\$
TOTAL BID AMOUNT	\$

**EXHIBIT II
ATTACHMENT "A"
MWBE PARTICIPATION PLAN
GOOD FAITH EFFORTS**

If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

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

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

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

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

Date

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

NOTICE OF INTENT

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

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/BE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWBE Subcontractor

with the above-referenced contract:

for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ 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 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

**EXHIBIT II
ATTACHMENT “C”
CERTIFIED MWBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

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

1. _____(M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. _____(M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

MWBE GOAL: _____

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
OWNERSHIP DISCLOSURE ORDINANCE, FAIR CAMPAIGN ORDINANCE,**

**EXHIBIT III
OWNERSHIP INFORMATION FORM**

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

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

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: _____

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

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

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

LISTING OF OFFICERS

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

Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
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

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

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

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

Contracting Entity:

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____

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

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

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

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

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

ATTACH ADDITIONAL SHEETS AS NEEDED.

OPTIONAL: TAX APPEAL INFORMATION

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

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 IV
ANTI-COLLUSION STATEMENT

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

Date

Respondent Signature

EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

Who must file a CIQ?

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

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

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

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

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

What is a business relationship?

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

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

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

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

**EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

EXHIBIT VI
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE CONTRACTS

(to be submitted with each bid or offer exceeding \$100,000)

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

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name of Contractor

Signature

Printed Name

Title

Date

EXHIBIT VII
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Engineer (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

Name

Title

Signature

Date

**EXHIBIT VIII
SUBMISSION CHECKLIST
RFQ: Q29882**

COMPANY NAME: _____

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

Item	Mark Envelope	Yes	No	N/A
Submit nine (9) printed hard copies of the Qualifications Packet, one of which shall be the original printed hard copy (See <i>Qualifications Packet Checklist</i> below.)	Qualifications Submission Title of RFQ Number of RFQ Name of Respondent's company Due date and time of submission deadline			
Submit nine (9) NON-PASSWORD PROTECTED thumb drives containing an electronic copy of the Qualifications Packet in a separate envelope	Electronic Copies/Qualifications Submission Title of RFQ Number of RFQ Name of Respondent's company Due date and time of submission deadline			
Submit financial documents in a separate sealed envelope	Financials Title of RFQ Number of RFQ Name of Respondent's company Due date and time of submission deadline			

Qualifications Packet Checklist

#	ITEM	Max Pages	Yes	No	N/A
1	Submission Checklist (Exhibit VIII)	2			
2	Table of Contents	2			
3	Statement of Interest	2			
4	Certificate of Authority	2			
5	Signed in BLUE ink and notarized Offer and Submittal (Exhibit I-A)	1			
6	Qualifications (See <i>Part VI.6.</i>)	27			
7	Experience (See <i>Part VI.7.</i>)	11			
8	Capacity to Perform (See <i>Part VI.8.</i>)	10			
9	Exercise Questions (See <i>Part VI.10.</i>)	No Max			
10	M/WBE Participation (See <i>Part VI.11.</i>)	No Max			
11	Legal Actions (Per <i>Part VI.12.</i>)	No Max			
12	Certifications and Licenses (Per <i>Part VI.13.</i>)	No Max			
13	Exceptions to Terms and Conditions of Sample Contract (If applicable)	No Max			
14	Exhibit I: – I-B: List of References – I-C: List of Proposed Subcontractors	3			
15	Exhibit II: – II-A: Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts – II-B: Office of Business Opportunity and Contract Compliance M/WBE Utilization Report – II-C: Certified W/WBE Subcontract Terms – II-D: Office of Business Opportunity and Contract Compliance M/WBE Utilization Report	No Max			
16	Exhibit III: City of Houston Ownership Form: Ownership Disclosure Ordinance; Fair Campaign;	No Max			
17	Exhibit IV: Anti-Collusion Statement	No Max			
18	Exhibit V: Conflict of Interest Questionnaire	No Max			
19	Exhibit VI: Byrd Anti-Lobbying Amendment	No Max			
20	Exhibit VII: Debarment Certification	No Max			

ATTACHMENTS

ATTACHMENT I
TECHNICAL MODELING GUIDELINES FOR 2D DYNAMIC STORMWATER ANALYSIS

ATTACHMENT II

SOFTWARE EVALUATION AND ANALYSIS FOR STORMWATER INFRASTRUCTURE MODELING

**SAMPLE CONTRACT
(UNDER SEPARATE COVER)**