



CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY & CONSULTING SERVICES
SOLICITATION NO.: S83-T29617

Date Issued: September 4, 2020

Pre-Proposal Conference: September 15, 2020 @ 10:00 A.M., (CT)
Virtual Conference
Conference Call Number: 936-755-1521
Conference ID: 486 787 637
(Please mute your phone for the duration of the call)

Pre-Proposal Questions Deadline: September 22, 2020 @ 4:00 P. M., (CT)

Solicitation Due Date: October 15, 2020 @ 4:00 P.M., (CT)

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

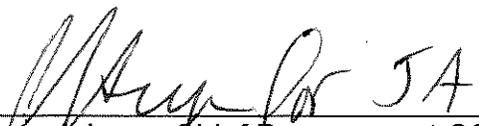
Submittal Address: City Secretary's Office
RFP: S83-T29617
City Hall Annex, Public Level
900 Bagby Street
Houston, TX 77002

Project Summary: The City of Houston is seeking proposers to provide Disaster Recovery and Consulting Services in accordance with Federal reimbursement guidelines.

Project Description: This RFP is for to ensure that the City applied to the State and Federal government for all eligible disaster related costs. The term is for a three (3) year contract with two (2) one (1) year options to renew.

NIGP Code: (918-81, 990-29)

MWBE Goal: 24%


Jerry Adams, Chief Procurement Officer

9/2, 2020

Date

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PART I – GENERAL INFORMATION

1.0 General Information

The City of Houston ("City") is currently seeking proposals from qualified disaster recovery firm(s)/consultant(s) related to disaster recovery and consulting services following a natural, technological or political event in accordance with Federal reimbursement guidelines.

The City may enter into one or more contracts for these services with a qualified Proposer, or multiple Proposers, to assist the City with the aforementioned initiative for any individual designated area, or combination of designated areas, under Part II, Section 1.0 of this RFP.

2.0 City of Houston Background

The mission of the City of Houston, Finance Department ("Finance"), following a disaster, is to determine the proper amount of claims to submit to the State and Federal government and other reimbursing agencies. The goal of this project is to ensure that the City applies to the State and Federal government for all eligible disaster related costs in a timely and efficient manner. In addition, the City seeks to ensure that Project Worksheets are developed appropriately, accurately, and timely filed with the relevant reimbursing agencies.

Finance coordinates and provides audit responses and supporting documents as required by funding agencies and their auditors. Moreover, Finance files appeals and engages in other efforts to retain funds or seek reimbursement. The City intends to enter into an agreement(s) for disaster recovery and consulting services with qualified Proposer(s) to assist with the aforementioned initiatives.

3.0 Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	September 4, 2020
Pre-Proposal Conference	September 15, 2020
Questions from Proposers Due to City	September 22, 2020
Proposals Due from Proposers	October 15, 2020
Notification of Intent to Award (<i>Estimated</i>)	December 2020
Council Agenda Date (<i>Estimated</i>)	December 2020
Contract Start Date (<i>Estimated</i>)	January 2021

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PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.0 PURPOSE

The City is seeking Proposals for disaster recovery and consulting services in each of the below designated areas relating to disasters that have previously occurred (“Legacy Disaster”) or may occur in the future (“Future Disaster”) and in connection with a designated federal grant program, which shall include the Federal Emergency Management Agency’s Public Assistance Program (FEMA-PA) and Hazard Mitigation Grant Program (FEMA-HMGP), and the U.S. Department of Housing and Urban Development’s Community Development Block Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT) programs. The designated areas are:

- 1.1 Future Disasters: FEMA-PA
- 1.2 Future Disasters: FEMA-HMGP
- 1.3 Future Disasters: CDBG-DR
- 1.4 Future Disasters: CDBG-MIT
- 1.5 Legacy Disasters: FEMA-PA
- 1.6 Legacy Disasters: FEMA-HMGP
- 1.7 Legacy Disasters: CDBG-DR
- 1.8 Legacy Disasters: CDBG-MIT

Legacy Disasters mean disasters that have occurred and are in connection with open grants with the City of Houston, including DR 1791, Hurricane Ike; DR 4223, Flood 2015; DR 4269, April 2016 Flood; DR 4332 Texas Hurricane Harvey; DR 4322 Harvey Recovery State; PA 4485 Texas COVID-19 Pandemic; DR 4366 Covid-19 Disaster; HMGP 4245 – Severe Storms, Tornadoes, straight-line Winds and Flooding.

Future Disasters may include, but is not limited to, a disaster resulting from one or more of the following events:

Natural Events	Technological Events	Political Events
<ul style="list-style-type: none"> ➤ Flood and Tornado ➤ Severe Storm/Wind Fog ➤ Astronomical Event ➤ Earthquake ➤ Extreme Temperature ➤ Disease Outbreak and Pandemic ➤ Hurricane 	<ul style="list-style-type: none"> ➤ Storm Water and Wastewater ➤ Transportation, Energy and Water Infrastructure ➤ Petroleum and Natural Gas Pipelines ➤ Hazardous Material Release 	<ul style="list-style-type: none"> ➤ Terrorism <ul style="list-style-type: none"> - Chemical - Biological - Explosive - Nuclear - Radiological ➤ Civil Disturbances

Additional services will include technical and professional services to assist various City departments with satisfying the requirements of Federal, State, and/or Local Grant program(s), including the federal grant programs stated above and any State Programs, including but not limited to the Officer of the Texas Governor grant programs and mandates, applicable to disaster recovery in connection with a Disaster.

2.0 SCOPE OF WORK

The scope of work under this solicitation includes, but is not limited to, the following:

General Program Management of the processes related to all response and recovery efforts such as conducting research, providing expert advice, developing and reviewing Project Worksheets (PW), assisting with project applications and project eligibility identification as applicable in 2 CFR Part 200.

Public Grant Administration services that includes: Strategic planning, cash flow management, financial analysis, developing and filing reports, data management.

Mobilization and Work Requirements: Within twenty-four (24) hours of receipt of a "Notice to Proceed" issued by the Finance Department Director ("Director") the selected Proposer shall have a representative present at a location specified by the City at no charge to the City. If the City issues a Notice to Proceed for a pending disaster event, the Proposer shall have staff on-site in Houston, prepared to begin operations within forty-eight (48) hours of such notification.

- a) Invoiced/billed costs are to be tied to a specific Project Worksheet (PW).
- b) All invoices/billing statements must be accompanied by a detailed project by project breakdown of service costs. The breakdown shall be specific and include applicable data, such as address of sites, detailed description of work (etc.).
- c) Invoices/billing statement must be prompt, i.e., billed within a month of the costs incurred, unless agreed to by Finance.
- d) Invoices/billing statements must be based on approved period estimates prior to commencement of work, unless otherwise agreed to by Finance or specific Department task orders.

Prior to commencing the services, the Director, or his or her designee, will issue a task order describing the services and deliverables required. The Consultant(s) shall provide a written proposal, including all information required on the task order. The task order will generally require the level of effort, the staff that will be assigned to the project, the timeline for completion, and a breakdown of the price/estimate for the services rendered.

The Consultant(s) shall be responsible for providing all labor, services, materials and supervision necessary to perform the following basic and special services covered under each task order. All services shall be performed in accordance with the terms and conditions set forth in the contract. Any special circumstances associated with the scope of services for a particular task order must be identified in the proposal.

The Consultant(s) shall have relevant experience and qualifications to provide professional and consulting services, grant program compliance, and performance of reviews and special projects as per any work plans developed by the Director.

Consultant must comply with the applicable disaster grant agreement set forth in Grant Application and ensure that the City will be in compliance with the grant.

Specific services that may be requested include but are not limited to:

- a) General program management of the disaster assistance processes related to all response and recovery efforts (i.e. State assistance, FEMA Public Assistance, hazard mitigation, Hazard Mitigation Grant Program), and other disaster cost recovery programs administered by the Finance Department).
- a) Providing expert advice to City management on all aspects of the disaster recovery process.
- b) Providing consultants, experts and specialists that will assist the City with all response, recovery, and administrative tasks.
- c) Conducting research and providing briefings to the Director and other City executive-level employees on the extent and limitations of State and Federal disaster recovery/relief programs.
- d) Ensuring that the City is compliant with all Federal and State regulations, rules, and policies related to disaster response, recovery, and program administration applicable Code of Federal Regulations (i.e. 2 CFR § 200, 44 CFR § 200, and any other relevant regulations).
- e) Training and development of City personnel in all aspects of the tasks listed above and others as requested by the Director deemed necessary for the purpose of self-reliance and efficiency.

The City may also request assistance with compliance with FEMA-PA and FEMA-HMGP which includes tasks that include but are not limited to the following:

- a) Providing technical assistance, as requested by the Director. Technical assistance may involve but will not be limited to engineering and architectural support.
- b) Reviewing all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
- c) Evaluating and assisting in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, requiring expertise in Cost Estimating, developing Detail Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW").
- d) Assisting in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
- e) Preparing hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- f) Assisting in the development of hazard mitigation proposals under Sections 404 and 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5172.
- g) Evaluating alternate and/or improved projects.
- h) Assisting the City to ensure that disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State and/or other agencies.
- i) Preparing conceptual repair/mitigation estimates that may assist with FEMA funding obligation. Such estimates may include the cost to implement an exact replacement, repair versus replace comparisons, etc.
- j) Ensuring that contractors' invoices comply with applicable contractual requirements and that all costs are eligible for the disaster grant funding are documented and are claimed.

The City may also request assistance with compliance of State and Federal disaster cost recovery programs and all other potential disaster sources which includes tasks that include but are not limited to the following:

- a) Providing recommendations and troubleshooting on disaster cost recovery program issues and policy interpretation.
- b) Assistance with preplanning and preparedness activities, damage assessments, cost estimating, processing of project applications, and project eligibility identification.
- c) Support with insurance management issues such as reviewing insurance policies, creating short/long term recommendations regarding future handling of the insurance recovery process, meeting with insurance company representatives (as needed), negotiating a favorable settlement (with the Director and the City Attorney's approval).

The City may also request disaster cost recovery grant administration services, which include but are not limited to:

- a) Strategic planning for maximizing reimbursements.
- b) Long-term project and grant management.
- c) Pre- and post-disaster financial documentation including cash flow management and cost benefit analysis.
- d) Identification of alternative sources of funding.
- e) Assistance during the audit process.
- f) Support during the appeal process.
- g) Management and support during the grant closeout process.

Specific Departmental requests include:

Houston Public Works ("HPW"):

- a) Provide assistance to HPW with regard to disaster assistance and management of any type needed including, but not limited to, response; preliminary damage assessments; recovery to include any State of Texas Division of Emergency Management (TDEM) or FEMA, and mitigation and preparedness service (planning, training and exercise), including Legacy, present and future disasters.
- b) Provide broad-based support services to HPW in a timely and efficient manner for response and recovery activities, ensuring HPW is able to accomplish and maximize federal grant funding for emergency protective measures and recovery that serve the public's health and safety along with minimizing the risk of de-obligation.
- c) Provide guidance in recovering reimbursement for the repair and potential replacement of the loss of critical infrastructure.
- d) Assist and/or represent HPW with the implementation of preliminary damage assessments to document the impact and magnitude of the disaster, coordinating with HPW staff and FEMA field/site inspectors.
- e) Collaborate with HPW on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and

damages, including cost estimating, that will be the basis of each Project Worksheet); and project submittals (draft and submit small and large project PWs to TDEM/FEMA).

- Determine the assets post event conditions, noting any additional or latent damages identified.
 - Determine the optimal operating condition for the facility at the current permitted flow and loadings and associated discharge limits.
 - Determine If assets meet all current applicable codes and advise on recovery efforts that would bring asset into compliance with applicable codes.
 - Determine the repair/replacement alternatives for assets damaged and conduct a detailed cost estimate using RS means to determine costs. Vendor quotes shall be obtained for equipment valued over \$10,000 and only cost estimates from Vendor quotes shall supersede RS Means.
 - Develop Section 406 Hazard Mitigation Proposals (HMPs) where mitigation actions can minimize future disaster impacts and the costs associated with implementing the mitigation.
 - Mitigation alternatives should protect assets from current applicable floodplain (Chapter 19) regulation –The highest flood level elevation shall be used.
 - Determine the costs over the service life of assets damaged if mitigation is not implemented.
 - Develop benefit cost analysis (BCA) for specific HMPs on an as-needed basis.
 - Attend HPW mitigation site visits as directed.
 - Determine the cost differences for repairs/replacements to bring assets to pre disaster condition, optimal condition, and optimal condition with mitigation. Assume current facility permitted flows, loadings, and discharge limits for optimal conditions.
 - Develop a technical memorandum to determine action items, and record decisions made.
 - Assist with the management of FEMA and/or other federal grants and TDEM coordination along with HPW, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
 - Coordinate and manage deliverables with FEMA and TDEM.
 - Generate time extension requests to FEMA and/or other federal grants and TDEM when necessary so that eligibility is not forfeited.
 - Develop improved and/or alternate project requests for TDEM and FEMA and/or other federal grants.
- f) Assist with the submittal of first and second appeals to FEMA should HPW disagree with the FEMA formulated Project Worksheets (PW).
- Generate PW amendments requesting changes as agreed through resolution discussions or first appeals.
- g) Provide procurement review and assistance to HPW, interfacing with internal staff, to ensure procurement processes adhere to FEMA federal grants recovery criteria.

- h) Assist HPW with development of scope and bid packages that align with the PW scope of work and damages.
- Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented.
- i) Assist HPW with establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
- j) Assist HPW with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.
- k) Compile documentation to support administrative cost reimbursement requests, including labor and expenses.
- l) Hazard Mitigation Assistance:
- Develop, submit and strategize applications for section 404 Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Pre-Disaster Mitigation Assistance (PDM), Building Resilient Infrastructure and Communities (BRIC) and Community Development Block Grant – Mitigation (CDBG-Mit) providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
 - Activities to support public meetings to solicit public input for participation in grant programs.
 - Activities to support response to all requests for information (RFI).
 - Activities related to administrative support including but not limited to preparation of cost share documentation, SOW changes, budget changes, program period of performance (POP), requests for advances and reimbursements, program income, Federal tax income on mitigation project funds, noncompliance and Davis-Bacon Act, as requested
 - Activities related to development of Hazard Mitigation Plans for various projects
 - Activities related to attending and participating in Applicant Briefing
 - Activities related to the sub-grantee's submission of its request for project funding for the overall program
 - Any activities related to the general pre-award process, including identifying and producing eligibility and other critical documents
 - Activities to identify and generate a list of potential mitigation projects.
 - Activities related to attending and participating in the applicant's kick-off meeting for the overall program.
 - Activities to discuss the need for immediate funding and collect supporting documentation for one specific project.

- Activities carried out to evaluate impact of specific project, environmental, permitting and flood risk considerations.
- Activities to review or support the compliance of the project with HMA financial requirements for one specific project
- Activities related to visiting, surveying, and assessing sites for one specific project, when needed.
- Activities related to developing detailed, project-specific descriptions
- Activities related to developing the scope of work component specific projects.
- Activities related to estimating/quantifying project costs, collecting supporting documentation, and calculating allowable fringe rates for one specific project.
- Activities related to conducting a benefit-cost analysis for specific projects.
- Activities attributed to directly producing or writing the application for specific projects, for each phase of the project
- Activities related to supporting the review of specific projects, including the final review and approval of the application by FEMA and the grantee for each phase of the project
- Activities related to attending, coordinating, and responding to correspondence and meeting requests from FEMA and grantee officials for the overall program and not specific to one project
- Activities to review and/or support compliance with HMA programmatic requirements
- Actions carried out to support FEMA and the grantee's determination of the sub-applicant facility, work, and cost eligibility for one specific project
- Activities to reproduce documents and files for use in supporting the project's funding request
- Activities to assemble, transmit, and process program funding documents to request disbursement of funds for one specific project
- Activities related to collecting and processing document requests from FEMA and the grantee for one specific project
- Activities related to developing, requesting, transmitting, and processing documents to requests all or portion of the allocated project award amount for one specific project
- Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to one specific project
- Activities to response to grant review, inspection or closure document requests
- from the grantee for one specific project
- Activities to adjust or estimate cost over/under runs for the purpose of the project close out for one specific project activities related to the close-out process of a one specific project worksheet

Houston Parks and Recreation Department:

- a) Training on PW and assistance with PW from beginning to end of process
- b) A dedicated departmental point person who can assist with ensuring paperwork is done correctly, documentation is filed and available for auditors, FEMA, etc.
- c) Provide documents as needed in a manner requested by the Department and review record keeping process to ensure what the city is doing is correct for FEMA purposes
- d) Weekly meetings with the Executive Team within departments.
- e) Build frequently asked questions and answers (FAQ) document after the disaster is over.

Assistance with managing grant funds which includes:

- a) Daily/Weekly/Monthly reconciliation of grant funds to ensure that funds are appropriately tracked and accounted

Related technology tools: Contractor will be responsible for storing data in a manner that provides efficient recall and review during the Project Worksheet development, grants management, and closeout/audit phases of the disaster recovery process

- a) Information should be stored in a format that allows for easy access and extraction by relevant City personnel in the future.
- 1) Types of Deliverables: The deliverables(s) for each project shall specify in each task order. Deliverables may include, but are not limited to:
 - A. Project Worksheet development and/or review.
 - a. All Project Worksheets (PW) should be developed and or review PWs prepared by FEMA personnel for maximum allowable reimbursement in a manner which documents expenditures and processes that shall satisfy regulatory and compliance audits by various types of auditors (Federal, State-TDEM, City's external auditor, local) in the future.
 - B. Drafting memos, letters, and correspondence to internal and external parties related to any item relative to the work requested in each Task Order. This may include correspondence such as; but not limited to:
 - a. Project Worksheet.
 - b. Audit Findings Responses and Appeal Letters.
 - C. Development, preparation, and filing of various financial and other invoicing (Annual, Monthly) reports that are required by the various agencies for which the City has applied to for disaster recovery funding.
 - D. Development and preparation of ad-hoc analysis reports as requested by City management. Pre-and-post disaster financial documentation including, cash flow management and cost-benefit analysis reports. Development of Monthly

Financial Operating Reports (revenue, expense) on all aspects of the disaster recovery process.

- E. The contractor hourly billing rate will be based on a rate which includes all expenses for contractor and services and billing should be for the following activities:

Phase	Administrative Task	Administrative Activity Description	Indirect (I) / Direct (D)	
Post Declaration Activities	Applicant Briefing	Activities related to attending and participating in the applicant's briefing for the overall program	I	
	RPA Submission and Processing	Activities related to the sub-grantee's submission of its Request for Public Assistance (RPA) for the overall program.	I	
	Other Pre-Award Activity	Any other activities related to general pre-award activities, including identifying and producing eligibility and other critical documents.	I	
	Sub-Applicant Site Identification	Activities carried out to identify and generate a list of damaged sites for <i>one specific</i> project.	D	
	Kick-Off Meeting	Activities related to attending and participating in the applicant kick-off meeting for the overall program.	I	
	Immediate Needs	Activities to discuss the need for immediate funding and collect supporting documentation for <i>one specific</i> project.	D	
Project Listing Development	Preliminary Cost Estimate	Activities to refine the initial total damage cost estimate before the individual project worksheets are developed.	I	
	Data Collection & Dissemination	Activities to collect damage data, invoices, estimates, and support documentation related to <i>one specific</i> project.	D	
	Special Considerations	Activities carried out to evaluate the impact of hazard mitigation measures, insurance coverage, historic preservation, environmental impact, and flood risk for <i>one specific</i> site or project.	D	
	Financial Compliance Reviews (PA)	Activities to review or support the compliance of the project with Public Assistance financial requirements for <i>one specific</i> project.	D	
	Other Funding Anticipation	Activities to document funding, scope of work, and other impacts resulting from mitigation, alternate, improved, or other funding requests for <i>one specific</i> project.	D	
	Site Visits	Activities related to visiting, surveying, and assessing sites for <i>one specific</i> project.	D	
	Project Description Development	Activities related to developing the detailed site-specific damage description component of <i>one specific</i> project worksheet.	D	
	Project Scope Development	Activities related to developing the scope of work component for <i>one specific</i> project worksheet	D	
	Project Cost Estimation & Documentation	Activities related to estimating/quantifying project costs, collecting supporting documentation, and calculating allowable fringe rates for <i>one specific</i> project.	D	
	Project Formulation	Alternate Site Project Request (if warranted)	Activities to assemble and support requests from FEMA and the grantee related to an alternate project request for <i>one specific</i> project.	D
		Site Improvement Project Request (if warranted)	Activities to assemble and support requests from FEMA and the grantee related to an improved project request for <i>one specific</i> project.	D
		PW Writing	Activities attributed to directly producing or writing the project worksheet for <i>one specific</i> project	D
		PW Review & Final Approval	Activities related to supporting the review of <i>one specific</i> project, including the final review and approval of the project worksheet by FEMA and the grantee.	D
PW Exit Briefing		Activities related to participation in the exit briefing for the overall program.	I	
PW Processing	FEMA/Grantee Meetings & Responses	Activities related to attending, coordinating, and responding to correspondence and meeting requests from FEMA and grantee officials for the overall program and not specific to one project.	I	
	Program Funding Request Formulation	Activities related to organizing total loss for damaged sites into logical groups.	I	
	PA Programmatic Compliance Reviews	Activities to review and/or support compliance with Public Assistance programmatic requirements.	I	
	Eligibility Review	Actions carried out to support FEMA and the grantee's determination of the sub-applicant, facility, work, and cost eligibility for <i>one specific</i> project.	D	
	Program Funding Request Documentation	Activities to reproduce documents and files for use in supporting the project worksheet's funding request for <i>one specific</i> project.	D	

PW Management & Close-Out	Program Funding Request Processing	Activities to assemble, transmit, and process program funding documents to request disbursement of funds for <i>one specific</i> project.	D
	Additional FEMA/Grantee Documentation Requests	Activities related to collecting and processing document requests from FEMA and the grantee for <i>one specific</i> project.	D
	Alternate Projects Development (if warranted)	Activities related to justifying and developing an alternate project plan and/or additional activities directly related to <i>one specific</i> alternate project request.	D
	Improved Projects Development (if warranted)	Activities related to justifying and developing an alternate project plan and/or additional activities directly related to <i>one specific</i> improved project request.	D
	Project Payment Requests	Activities related to developing, requesting, transmitting, and processing documents to request all or portion of the allocated project award amount for <i>one specific</i> project.	D
	Project Cost Reconciliations	Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to <i>one specific</i> project.	D
	Project Inspection Request	Activities to respond to grant review, inspection, or closure document requests from the grantee for <i>one specific</i> project.	D
	Evaluating/Estimating Cost Overruns	Activities to adjust or estimate cost over/under runs for the purpose of project closeout for <i>one specific</i> project.	D
	Preparing PW Versions for Cost	Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for <i>one specific</i> project.	D
	Other Program management/Close-out Activities	Activities related to the close-out process of a <i>one specific</i> project worksheet.	D

B. Key Personnel

The Proposer 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 to be in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

C. Functionality, Vendor Support, and Training

Training and development of City personnel in all aspects of the tasks listed above and others as requested by Finance deemed necessary for the purpose of self-reliance and efficiency.

D. Cost Fee

The City will consider the Cost Fee in the selection process.

3.0 MEETINGS

Contractor must participate in meetings, general discussion, and consultations with the Director related to Task Orders throughout the period of engagement at no additional cost to the City.

PART III – EVALUATION AND SELECTION PROCESS

1.0 Evaluation Committee

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Item E below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations (which may be held virtually). Following these City-to-Proposer(s)' meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

2.0 Interviews/Oral Presentations/Demonstrations

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

3.0 Selection Process

The City intends to select one or more Proposals that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer and a mutually agreeable contract between the City and Proposer, a contract shall be executed by the appropriate City officials.

4.0 Best and Final Offer ("BAFO")

The City reserves the right to request one or more BAFO(s) from finalist Proposer(s), if necessary. At minimum, the BAFO shall include: 1) a final Fee Schedule with associated costs; 2) address any outstanding items previously identified during the evaluation of Proposals; and 3) any other issue the City requires to make an informed decision.

The request for a BAFO shall include instructions, requirements, and a specified submission due date. If the City chooses to invoke a "required BAFO" option, Proposals shall then be re-evaluated by the evaluation committee in accordance with the evaluation criteria listed in Item E below.

5.0 Evaluation Criteria

5.1 Responsiveness of Proposal (Pass/Fail)

The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

5.2 Technical Competence/Requirements (80 Points)

Extent to which the proposed solution meets the needs of the City including but not limited to the desired features, programs and ease of use, as expressed in this RFP.

- 5.2.1 Professional Qualifications and specialized experience of the Proposer to successfully achieve and perform the services as evidenced by experience on proposal of similar projects and scope of magnitude. **(20 Points)**
- 5.2.2 Professional Qualifications and specialized experience of Respondent's Team Personnel and other key personnel. **(20 Points)**
- 5.2.3 Quality of experience of the Proposer in handling complex large organization, preferably in a large public agency, as evidence including understanding of performing task aligned under technical requirements, sound methodology, and understanding of the services required in this proposal. **(20 Points)**
- 5.2.4 Quality, comprehensiveness and adequacy of proposed work plan including ability to meet services requirements and capacity to perform. **(20 Points)**
- 5.3 Quality of proposed M/WBE Participation aligned with the project scope **(Pass/Fail)**
 - 5.3.1 Ability to meet the required 24% level of subcontracting participation or a demonstrative Good Faith Efforts presented by Proposer.

5.4 Financial Stability of the Proposer **(Pass/Fail)**

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

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

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

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

OR

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

5.5 **Proposal Cost Fee (20 Points)**

- 5.5.1 Reasonableness of the overall price. (Complete the enclosed Proposal Cost-Fee Form. (Attachment 1), note title and hourly rates of personnel should be included on this form).

THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Proposal Cost Fee".

6.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the Scope of Work, as provided herein, or deemed necessary and/or desirable by the City.

7.0 INVOICING

7.1 The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:

Finance Department
Attn: Accounts Payable
P.O. Box 3685
Houston, Texas 77253-3685
Email: finaccountspayable@houstontx.gov

7.2. The City requires timely and accurate accounting and billing information.

PART IV – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

1.1 Number of Copies. Submit **one (1) printed original of the Technical Proposal**, (boldly marked **ORIGINAL** and signed in **BLUE** ink), **eight (8) printed copy of the Technical Proposal, and eight (8) electronic copies of the Technical Proposal on NON-PASSWORDRD PROTECTED thumb drives**, sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

Clearly label each box or envelope:

Solicitations# S83-T29617
Disaster Recovery & Consulting Services
(Insert Designated Area, e.g., "Legacy Disasters–CDBG-MIT")

NOTE: The original, primary binder should contain original signatures of all signed documents and exhibits and must be boldly labeled, "**ORIGINAL.**" **Identify on the outside of the box or envelope that the "original" binder is inside.** The eight (8) additional printed copies of the complete proposal, including all exhibits must also be bound, labeled and sealed.

Submit eight (8) printed copies of the Cost Fee in a separate single sealed envelope bearing the assigned solicitation number (located on the first page of this RFP document) and clearly identifying content as the **COST FEE** to the location provided above.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

- 1.2 Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened. With the exception of City holidays, the normal business hours for the City Secretary's office are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.
- 1.3 Format. Proposals must be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs and shall be securely bound. Submission materials will not be returned to Proposers.
- 1.4 Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
- 1.5 Packaging and Labeling; Submission of Fee Schedule. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal. The outside wrapping/envelope of the Fee Schedule shall clearly identify the content as "Fee Schedule" and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer's Technical Proposal.
- 1.6 Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Fee Schedule must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.
- 1.7 Proposers Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

2.0 Submission Requirements

- 2.1 A Proposer may submit a proposal for any designated area for which it wishes to be considered. Proposers need not have expertise in every area listed among the designated areas. However, if Proposers wish to be considered for any other area among the designated areas, then Proposers must submit a separate proposal for each area.

- 2.2 Cover Letter: (1-page maximum) Proposer shall state in the cover letter the designated area for which it is submitting its proposal. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the proposed services in the designated area. Also, the cover letter shall identify the members of the Contractor Team and indicate the organizational relationship of the Contractor Team's members. The letter should also include the primary contact name (Project Manager), mailing address, telephone number, and email address for each firm in the proposed Contractor Team.
- 2.3 Offer and Submittal Form: See Exhibit I. The Offer and Submittal form must be **signed and notarized in BLUE ink** by an authorized representative(s) of the Proposer, 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.
- 2.4 Qualifications and experience of the Proposer: (4-page maximum) Provide the name of Proposer's company (including the name of any parent company/companies), business address, e-mail address, Federal Tax ID number, telephone number, fax number, type of entity and business expertise, short history, number of employees, number of years in business, current ownership structure, and any recent or materially significant proposed change in ownership.
- 2.4.1 Provide a brief narrative summary and list of projects from the last three (3) years that demonstrate experience in the designated area and ability to provide on-call planning services in that designated area. The list should include: (1) Project name, (2) Location, (3) Client name, (4) Total contract amount, (5) Proposed and actual schedule and budget, (6) Staff members/subcontractors assigned to project with assigned project roles, (7) Date completed, and (8) Brief narrative description of project.
- 2.4.2 Proposer should describe services that it has previously provided to governmental and quasi-governmental organizations with similar requirements in the designated area.
- 2.5 Knowledge and Experience of the Contractor's Team: (3-page maximum) Provide detailed relevant information about the Contractor Team's knowledge and experience.
- 2.5.1 Provide names and titles of the Personnel and identify the Project Manager on an organizational chart and/or a narrative description of the proposed project team and staffing plan.
- 2.5.2 Identify the Personnel and Subcontractors that will be committed to the project. The City reserves the right to reject any Personnel and Subcontractors proposed if it is determined in the City's best interest. All Personnel and Subcontractors must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of Personnel and subcontractors proposed will be factored into the evaluation process; therefore, Personnel or subcontractors must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for the project.

- 2.5.3 The Proposer should demonstrate that all team members are qualified personnel capable of accomplishing the work in each Category of Service in this project. At a minimum, Personnel, including subcontractors, must possess current professional certifications, as needed.
- 2.5.4 Submissions should clearly delineate all individuals proposed to work on this project by name, title, and areas of responsibility as they relate to Scope of Work and Category of Service. The structure and composition of the Contractor Team should reflect the needs of the project. If substitutes or back-up personnel are planned on a contingency basis, they should be indicated in the plan. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability, as needed. (On-site availability refers to the availability of the personnel to attend meetings with HCDD).
- 2.5.5 Provide professional résumés of all Personnel and subcontractors (Not included in the page maximum): This information should include significant education, training, technical experience, functional experience, specific dates and names of previous employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.
- 2.6 Project Organization and Management: (4-page maximum) Submit a written plan of action on how Proposer will meet the City's On-Call Planning Services requirements, including:
 - 2.6.1 Describe the approaches/methodologies for delivering the project including proposed organizational structure and staffing strategies (i.e. use of job classifications to optimize cost/quality).
 - 2.6.2 Detail an approach for communication with the City of Houston and other stakeholders.
 - 2.6.3 Describe in detail the proposed methodology and systems used for controlling, responding to, and completing services required in the scope of work, in a timely manner that also meets budget requirements.
 - 2.6.4 Demonstrate ability and quality of the Proposer's project management and quality assurance process, and the Proposer's approach to controlling, responding to, and completing services required in the scope of work in a timely manner and within budget. This may include examples of previous work plans that demonstrate success of similar projects.
- 2.7 Client References: (1-page maximum) Include a list of client references (minimum of 3). References included in the submission should represent past performance of the Prime Contractor and/or Project Manager on work that is similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:
 - 2.7.1 Name and location of project(s);
 - 2.7.2 "CURRENT" reference contact name, organization, telephone numbers, and e-mail addresses; and
 - 2.7.3 Deployment completion date(s) or current status.

- 2.8 M/WBE Participation: Identify M/WBE subcontractor(s) and submit a signed "M/WBE Letter of Intent" form identifying the role of each subcontractor for this implemented project.
- 2.9 Financial Stability: If Proposer is an entity that is required to prepare audited financial statements, then Proposer shall submit an annual report containing the information provided in Part III, D, 5.4.1 through 5.4.4 of this document. If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report containing the information provided in Part III, D, 5.4.5 through 5.4.7, or 5.4.8 of this document.
- 2.10 Exceptions to Standard Contract: Provide any exceptions to the standard contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
- 2.11 Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 2.12 Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.
- 2.13 Other: Provide any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.
- 2.14 Forms and Certifications: Complete all forms and certifications attached, as appropriate.
- 2.15 Fee Schedule: Please separately submit a Price Proposal/ Fee Schedule with the level of detail as required.

Part V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Agreement shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Agreement where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer ("CPO") or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

Please review and include any exceptions to the terms and conditions on the attached Sample Agreement.

Part VI – SPECIAL CONDITIONS

1.0 No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'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, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2.0 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 that results from this RFP 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

3.0 Minority and Woman Business Enterprises ("M/WBE")

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 24% of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaihefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

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.

4.0 Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>

5.0 Cancellation

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

6.0 Anti-Boycott of Israel

City vendors are required to certify that they are not currently engaged in, and agree until the funds are exhausted under its contract with the City not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

7.0 Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

The City has a zero tolerance for human trafficking and, 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: <http://www.houstontx.gov/execorders/1-56.pdf>.

8.0 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.

9.0 Federal Compliance Regulations

Proposer acknowledges that FEMA financial assistance may be used to fund this Agreement. Proposer shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to:

- 9.1 **Access to Records.** Where the work is funded in whole or in part with Federal funds, the Consultant shall allow access by the State (e.g., TDEM), the City, the Federal agency (e.g., FEMA), and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcriptions. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy

excerpts and transcriptions as reasonably needed. Consultant shall keep its books, documents, papers, and records available for this purpose for at least five years after the contract terminates or expires. This provision does not limit the applicable statute of limitations.

- 9.2 **Clean Air Act and Federal Water Pollution Control Act.** Consultant shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act, as amended, 42 U.S.C. Section 7401, et seq. Consultant shall also comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.
- 9.3 **Contract Work Hours and Safety Standards.** Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 3701, et seq.) as supplemented by Department of Labor regulations (29 CFR Parts 3 and 5).
- 9.4 **Debarment and Suspension.** By submitting a proposal in response to this solicitation, Proposer certifies that at the time of submission, Proposer is not on the Federal Government's list of suspended, ineligible or debarred entities. In the event placement on the list between of Proposal's submission and time of award, the Proposer shall notify the CPO. Failure to do so may result in default of the contract, if awarded.

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

2.0 Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Barbara Fisher, Senior Procurement Specialist by e-mail to barbara.fisher@houstontx.gov no later than 4:00PM, CT on Tuesday, September 22, 2020. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

3.0 Letter(s) of Clarification

- 3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP should be used in preparing Proposal responses.
- 3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

4.0 Examination of Documents and Requirements

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

5.0 Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

The following forms are to be submitted in addition to the proposal requirements. Exhibits listed below are provided in this RFP.

- 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, The State of Texas Statement of Residency Requirements.
- Exhibit IV Anti-Collusion Statement
- Exhibit V Conflict of Interest Questionnaire
- Exhibit VI Byrd Anti-Lobbying Amendment
- Exhibit VII Debarment Certification
- Exhibit VIII Proposal Cost-Fee Form
- Exhibit IX Proposal Checklist

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

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

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

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

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**EXHIBIT I-A
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY 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: _____

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

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

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

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

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

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

Date

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

NOTICE OF INTENT

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

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

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

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

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

with the above-referenced contract:

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

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

_____ 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"
CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT
TERMS

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

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

These provisions apply to goal-oriented and regulated contracts as defined in City Code of Ordinances, Chapter 15, Article 5.

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

Revised June 2016

City of Houston Certified M/WSBE Subcontract Terms

EXHIBIT III

City of Houston Ownership Information Form Rev. 12/23/2019

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

- a. The City of Houston Contractor Ownership Disclosure Ordinance (Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City);
- b. The City of Houston Fair Campaign Ordinance (Chapter 18 of the Code of Ordinances); and,
- c. The State of Texas Statement of Residency Requirements (Tex. Govt. Code Chapter 2252).

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

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

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

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

INSTRUCTIONS

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

Orig. Dept.:	FIN/SPD	File/I.D. No.:	
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Bidder's email address

Email Address:

STATEMENT OF RESIDENCY

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

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

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

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

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

A copy of the State of _____ statute is attached.

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

Orig. Dept.:	FIN/SPD	File/I.D. No.:	
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

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

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

Orig. Dept.: FIN/SPD	File/I.D. No.:
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

LISTING OF OFFICERS

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

Name _____ Officer	_____ Address

LISTING OF DIRECTORS OR MEMBERS

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

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

Orig. Dept.: FIN/SPD	File/I.D. No.:
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

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

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

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

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

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

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

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

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

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

ATTACH ADDITIONAL SHEETS AS NEEDED.

Orig. Dept.:	FIN/SPD	File/I.D. No.:	
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM
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 Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer 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

Proposer Signature

EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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

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

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

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

...
(2) the vendor:

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

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

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

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

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

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

**EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer 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>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ 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.

1. 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 IX
PROPOSAL CHECKLIST**

RFQ: S83-T29617

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 eight (8) printed hard copies of the Proposal Packet, include one (1) original printed hard copy (9 total).	Proposal Submission Title of RFP Number of RFP Name of Proposing company Due date and time of submission deadline			
Submit eight (8) NON-PASSWORD PROTECTED thumb drives containing an electronic copy of the Proposal Packet in a separate envelope	Electronic Copies/Qualifications Submission Title of RFP Number of RFP Name of Proposing company Due date and time of submission deadline			
Submit financial documents in a separate sealed envelope	Financials Title of RFP Number of RFP Name of Proposing company Due date and time of submission deadline			

**EXHIBIT IX
Proposal Packet Checklist**

#	ITEM	Yes	No	N/A
1	Submission Checklist (Exhibit VIII)			
2	Signed in BLUE ink and notarized Offer and Submittal (Exhibit I-A)			
3	List of Reference (Exhibit I-B)			
4	Exhibit I: <ul style="list-style-type: none"> - I-B: List of References - I-C: List of Proposed Subcontractors 			
5	Exhibit II: <ul style="list-style-type: none"> - 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 			
6	Exhibit III: City of Houston Ownership Form: Ownership Disclosure Ordinance; Fair Campaign; The State of Texas Statement of Residency Requirement			
7	Exhibit IV: Anti-Collusion Statement			
8	Exhibit V: Conflict of Interest Questionnaire			
9	Exhibit VI: Byrd Anti-Lobbying Amendment			
10	Exhibit VII: Debarment Certification			
11	Cover Letter			
12	Executive Summary			
13	Proposed Plan of Action			
14	Qualifications of the Proposer			
15	Qualifications of Key Personnel			
16	Financial Stability			
17	Exceptions to Standard Contract			
18	Legal Actions			
19	Conflict of Interest			
20	Forms and Certifications			
21	Proposal Cost Fee Form			