



CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
THE RESILIENCE HUBS – HOUSTON LILY PAD PLAN
SOLICITATION NO.: S33-T29675

Date Issued: May 7, 2021

Pre-Proposal Conference: May 26, 2021 @ 10:00 A.M., CT
 Microsoft Teams meeting
 Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+1 936-755-1521](tel:+19367551521), 406914936# United States, Huntsville
 Phone Conference ID: 406 914 936#

Pre-Proposal Questions Deadline: May 28, 2021 @ 12:00 P. M., CT

Solicitation Due Date: June 10, 2021 @ 2:00 P.M., CT

Solicitation Contact Person: Conley Jackson
conley.jackson@houstontx.gov
 832-393-8733

Project Summary: This RFP is for professional services that include comprehensive plan, a pilot concept, and design toolkit for Lily Pads. The term is for a twelve (12) month contract with optional six (6) month extension to renew.

Project Description: The City of Houston (City) seeks proposals from highly qualified firms with experience and expertise in urban planning, community engagement, architecture, public health, emergency management and engineering. The selected firm will work with a City of Houston team to develop a Lily Pad plan and a plan for a minimum of one Lilly Pad pilot. The City intends to utilize CDBG-DR 17 funding for the agreement, if any, resulting from this RFP. The contract will be subject to a not to exceed amount which the awarded firm exceeds at its own risk.

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

NIGP Code: 906-64, 906-66, 926-72

MWBE Goal: 24%

DocuSigned by:

Jerry Adams

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Jerry Adams, Chief Procurement Officer

May 7, 2021

Date

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PART I – GENERAL INFORMATION

1.0 BACKGROUND AND INTRODUCTION

In 2017, Hurricane Harvey caused devastating impacts to many Houston communities, not only taking and risking lives and damaging homes and property, but also blocking evacuations routes, and leaving some neighborhoods completely cut off and underwater. The City's Emergency Operations Center, Harris County, the United States Coast Guard, the Texas National Guard, and many other agencies were involved in response to thousands of calls for high water rescues. In many cases, impacted individuals were forced to leave their flooded homes in search for higher ground. Trusted community spaces including churches, schools, libraries, and businesses, became gathering centers. However, many of these spaces were not equipped to serve as temporary shelters for neighborhood residents. Immediately after a disaster, many of these unflooded spaces become locations for individuals to obtain basic needs, assistance, and recovery resources. These basic needs include food and emergency supplies, telecommunications access, and federal assistance guidance. These spaces also become gathering centers for the dissemination of relief and recovery for individuals.

According to the Urban Sustainability Directors Network (USDN), Resilience Hubs are “community-serving facilities augmented to: 1. Support residents and; 2. coordinate resources distribution and services before, during or after a natural hazard event. They leverage established, trusted, and community-managed facilities that are used year-round as neighborhood centers for community-building activities. Designed well, Resilience Hubs can equitably enhance community resilience while reducing GHG emissions and improving local quality of life. They are a smart local investment with the potential to reduce burden on local emergency response teams, improve access to health improvement initiatives, foster greater community cohesion, and increase the effectiveness of community-centered institutions and programs. Moreover, Resilience Hubs provide an opportunity to build local community power and leadership. They are focal points for neighborhood revitalization that provide the resources residents need to enhance their own individual capacity while also supporting and strengthening their neighborhood and neighbors. Instead of being led by local government, they are intended to be supported by local government and other partners but led and managed by community members, community-based organizations, and/or faith-based groups.

The concept of a trusted location that is high, dry, and provides immediate emergency relief as well as post-disaster recovery resources, referred to as Neighborhood Resilience Hubs globally, and named “Lily Pad,” locally, has been discussed by many of Houston's stakeholders and captured as a *Resilient Houston* Action 17. The name “Lily Pad” is to indicate that these locations must be on high ground to provide protection during a flood event, like Hurricane Harvey.

These Lily Pad spaces can also serve as a location where communities access additional resources that improve health and safety and provide additional preparedness opportunities between emergencies. Lily Pads can provide an opportunity to effectively work at the nexus of community resilience, emergency management, climate change mitigation and adaptation, wellness and social equity while providing opportunities for communities to become more self-determining, socially connected, and successful before, during, and after disruptions. In times of disaster or emergency, Lily Pads can promote and assist in emergency response and recovery by providing a safe space of refuge with emergency supplies, communication tools, and relief and recovery support and services.

These spaces could not only help protect individuals during flooding in storms like Hurricane Harvey but also provide the necessary resources post-disaster to be able to rebuild quicker and stronger. Having a system in place to easily deploy aid to support housing, economic development, and quality of life will further minimize the negative indirect consequences of flooding in Houston communities, particularly in historically underinvested neighborhoods.

Through this planning effort, the City will work with stakeholders and communities to further develop the Lily Pad concept, while identifying the required components, elements, and design. Furthermore, this effort will develop a master plan for Lily Pads citywide and a Lily Pad pilot, which could be located at a public facility like a neighborhood library, non-profit facility, or an anchor institution (community center, college, university, private sector institution, medical center, school, etc.). Ultimately, having Lily Pads established in many of Houston’s neighborhoods will help to respond to and recover from Harvey and prepare for future disruptions and disasters, such as hurricanes and floods am other climate disaster. For Houston to become more resilient, we must be able to adapt to future risks from chronic stresses such as addressing environmental justice issues and acute shocks including: extreme heat, poor air quality, flooding, hurricanes, and public health emergencies. The selection of the strategic location and design elements of each Lily Pad will include social vulnerability and equity as criteria to ensure the location benefits the most vulnerable and disproportionately affected populations. Social vulnerability and equity will also be taken into consideration when developing the Lily Pad master plan, toolkit and pilot project.

2.0 Solicitation Schedule

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

| <u>EVENT</u> | <u>DATE</u> |
|--|--------------------|
| Date of RFP Issued | May 7, 2021 |
| Pre-Proposal Conference | May 26, 2021 |
| Questions from Proposers Due to City | May 28, 2021 |
| Proposals Due from Proposers | June 10, 2021 |
| Notification of Intent to Award (<i>Estimated</i>) | July 29, 2021 |
| Council Agenda Date (<i>Estimated</i>) | September 1, 2021 |
| Contract Start Date (<i>Estimated</i>) | September 15, 2021 |

PART II – PROJECT / SCOPE OF WORK

2.0 THE PROJECT

The objective of the project is to create a plan for Lily Pads across Houston that are intended to operate before, during, and after disturbances, making them steady-state assets for local emergency management and city officials. The hubs must be capable of confronting disasters and extreme weather events. In addition, shall create a mesh of uninterrupted operations that individually support entire neighborhoods and together support the entire city of Houston.

The Resilience Hubs – Houston Lily Pad Plan will consist of the following tasks. These are further described in detail in section 3.0 Scope of Work of this RFP.

Task 1: Resilience Hub/Lily Pad Background Evaluation to generate a Base Map and Memo.

Task 2: Stakeholder and Community Engagement to ensure Lily Pad Master Plan, Lily Pad Implementation Tool Kit and Pilot address the needs of the community.

Task 3: Development of Houston Lily Pad Master Plan which will be utilized by the City for implementation, include pilot project design.

Task 4: Development of Houston Lily Pad Implementation Tool Kit for future implementation.

Task 5: Project Management, including reporting and documentation tasks.

3.0 SCOPE OF WORK

- 3.1 The City of Houston is seeking a qualified proposer to provide a Lily Pad master plan, comprehensive functional and design toolkit for Lily Pads, and pilot project design. The scope of work includes the tasks outline in section 3.2 below.

The selected proposer(s) may include or team up with an Engineer, Landscape Architect, or other allied professionals to provide professional insight and contribute to the Lily Pad master plan, toolkit, and pilot project design.

However, said Engineers, Landscape Architects or other such allied professionals included, shall not provide engineering, landscape architecture, or other drawings (purposed for signing and sealing, and/or construction) for inclusion in the Lilly Pad master plan, toolkit and pilot project design.

3.2 Tasks

3.2.1 Task 1 - Lily Pad Background Evaluation

Conduct a background evaluation and research which will compile best practices from Urban Sustainability Directors Network (USDN), other peer cities, City of Houston learnings, and stakeholder and academic research. This evaluation will be utilized to identify the main components of Lily Pads and serve to perform Tasks 3-5. Activities include but are not limited to review of Resilience Hub literature, including the USDN's "Resilience Hubs: Shifting Power to Communities and Increasing Community Capacity" and "Guide to Developing Resilience Hubs".

3.2.1.1 Peer City Analysis:

- a. Support the City of Houston in working with USDN and leverage ongoing City of Houston efforts to further USDN's analysis of select U.S. and international cities, such as Los Angeles and Minneapolis and others with the approval of project manager, that have or are in the process of implementing the Resilience Hub concept to understand the required criteria and components necessary for the development of a Lily Pad network in Houston. This should include understanding and integration of the five elements of a Resilience Hub: (1) Community Desire and Support; (2) Buildings; (3) Energy Systems; (4) Resources to meet community needs during extreme events; and (5) Community Uses.
- b. Interview with a minimum of 3 peer cities and experts, identified with support from USDN, to develop a summary of learnings that can integrate within the activities proposed under Resilient Houston, Complete Communities, Harvey Recovery Efforts, Housing's Neighborhood Resource Centers, Neighborhood Recovery Centers and Living with Water Houston. This summary should not replicate work already conducted by USDN or identified in other City of Houston efforts reference above. See 3.2.1.2 for City of Houston specific work.

3.2.1.2 City of Houston Analysis

- a. Conduct an analysis of Greater Houston Metropolitan Service Area, City of Houston and partner efforts (County, School Districts, Port, and Super Neighborhood Alliance), including Resilient Houston, the Greater Houston Flood Mitigation Consortium reports, Houston Visions 2020, and programs conducted by the Mayor's Office and City Departments that are currently underway or in development. This analysis will also include a high-level assessment of existing City and partner capabilities within existing assets to serve as Lily Pads including but not limited to Libraries, Multi-Service Centers and other community centers. Consultants are to review the applicability of the USDN Resilience Hub Analysis Tool and apply such model to Houston to the extent possible.

More details about Resilient Houston, Complete Communities Initiative, Harvey Recovery Efforts, Housing's Neighborhood Resource Centers, Neighborhood Recovery Centers, Living with Water Houston and Houston's Climate Action Plan can be found at:

Resilient Houston

<https://www.houstontx.gov/mayor/Resilient-Houston-20200518-single-page.pdf>

USDN's Guide to Developing Resilience Hubs

http://resilience-hub.org/wp-content/uploads/2019/10/USDN_ResilienceHubsGuidance-1.pdf

Complete communities

<https://www.houstontx.gov/completemunities/>

Harvey Recovery

<https://www.houstontx.gov/mayor/harvey-recovery-report-2020-q1.pdf>

Neighborhood Recovery Centers

<https://houstontx.gov/housing/plans-reports/plans/Outreach-and-Marketing-Plan-0519.pdf>

Living with Water Houston

<https://www.houstontx.gov/mayor/Living-With-Water-Final-Report.pdf>

Green Stormwater Infrastructure

<http://www.houstontx.gov/igd/>

Houston's Climate Action Plan

<http://greenhoustontx.gov/climateactionplan/CAP-April2020.pdf>

Greater Houston Flood Mitigation Consortium Reports

<https://www.houstonconsortium.com/>

[Houston 2020 Visions](#)

<https://www.houston2020visions.org/>

3.2.1.3 Existing Conditions Evaluation and Base Map

- a. Create a citywide map which shows risk (including but not limited to flooding, limited mobility connections, hazardous materials) and existing public facilities, critical facilities, community facilities and lifelines that directly affect response, relief, recovery, and preparedness within each community. Additional criteria will be taken into consideration and determined with assistance of Project Manager, USDN, and data collected from previous tasks, to prioritize most appropriate areas for Lily Pads location. These criteria will also be developed through stakeholder engagement. See task 3.2.2 for more details on stakeholder engagement.
- b. Conduct a walk-through of potential community sites with community members.
- c. Define patterns, coverage and reach of Lily Pad, hierarchy of use, accessibility, and safety.

Task 1 Deliverable: Lily Pad Background Memo not to exceed 50 pages, with graphics including summary of peer city review, USDN material, City of Houston analysis, and existing conditions evaluation and base map for ideal Lily Pad locations.

3.2.2 TASK 2 - Stakeholder and Community Engagement

- 3.2.2.1 Conduct a robust, participatory, stakeholder and community engagement process to obtain input and support for the Lily Pads master plan and implementation tool kit and pilot project(s). This task will encompass the following:
 - a. Work with City staff to coordinate and form a stakeholder group to help steer the Lily Pad planning effort. Stakeholders should include but are not limited to community leaders, youth, elderly, people with disabilities, business owners, developers, built-environment professionals, and City staff.
 - b. Conduct a minimum of four (4) Stakeholder meetings throughout the course of the project. Determine if some of these may be focus group meetings.
 - c. Determine appropriate methods of community engagement/public outreach whether in-person or online including the following:
 1. Conduct a minimum of four (4) community engagement meetings: one at the project kick-off and three others appropriately spread throughout the course of the project.
 2. Conduct a minimum of 2 walk-throughs of potential Lily Pad sites with community members.

Task 2 Deliverable: Stakeholder Engagement Plan, meeting minutes, photos and video documentation of stakeholder meetings and walk-throughs, summary of stakeholder feedback and presentations for every stakeholder and community meetings.

3.2.3 **TASK 3 - Development of Houston Lily Pad Master Plan**

3.2.3.1 With the input of stakeholders and learnings obtained from previously mentioned tasks, a Houston Lily Pad Master Plan will provide a roadmap for a consistent city-wide approach, with initial pilot(s), partnerships, and funding sources identified. The plan should follow, to the extent possible, the “Guide to Developing Resilience Hubs” and Phases proposed by the USDN, which provides templates, models, and checklists necessary to deploy Lily Pads in each community. The Lily Pad plan must:

- a. Describe a city-wide plan for the creation of a minimum of 11 Lily Pads, including mandatory and optional selection criteria for site selection for Lily Pads.
- b. Identify mandatory and optional components of Lily Pads based on the five elements described by USDN - (1) Community Desire and Support; (2) Buildings; (3) Energy Systems; (4) Resources to meet community needs during extreme events; and (5) Community Uses.
- c. Identify a minimum of three potential Lily Pad pilot sites.
- d. Provide a preliminary cost estimate for implementation of Lily Pads, including specifics for pilot(s).
- e. Identify potential partnerships and funding sources for Lily Pads, including specifics for pilot(s).
- f. Include a timeline for implementation of the pilot(s) Lily Pad’s including phasing plan(s).
- g. Include associated graphics and maps.

Task 3 Deliverable: Houston Lily Pad Master Plan, no more than 50 pages. Format will be proposed and accepted by project manager.

3.2.4 **TASK 4 - Development of Houston-Specific Lily Pad Implementation Tool Kit for identified Pilot(s)**

3.2.4.1 With the input of stakeholders and USDN, a Houston-specific Lily Pad Implementation Tool Kit will guide funders and partners who are interested in supporting the implementation of Lily Pads in Houston neighborhoods.

At a minimum, the Tool Kit shall include:

- a. Mandatory and optional physical location attributes of a Lily Pad.
- b. Mandatory and optional design attributes of a Lily Pad.
- c. Mandatory and optional preparedness, response, and recovery supplies needed to support a Lily Pad.

- d. Mandatory and optional programming, including education, engagement, and training opportunities that support a Lily Pad.
- e. Mandatory and optional funding and operational components of a Lily Pad.
- f. Lily Pad branding and neighborhood engagement strategies.
- g. Lily Pad prioritization strategies.
- h. Roll out plan for the Lily Pad Implementation Tool Kit.

3.2.4.2 The consultant will also develop a roll out plan to launch and distribute the Lily Pad Implementation Tool Kit with stakeholders and community partners.

Task 4 Deliverable : Houston Lily Pad Implementation Tool Kit and roll-out plan

3.2.5 **TASK 5 – Lily Pad Pilot**

3.2.5.1 Based on Shareholder engagement, work with the City of Houston to select a minimum of one potential Lily Pad site to develop a more detailed proposal using the Lily Pad Implementation Tool Kit. The proposal would include at minimum.

- a. Identified location
- b. Proposed design attributes
- c. Proposed preparedness, response, and recovery supplies needed
- d. Proposed education, engagement, training opportunities
- e. Proposed funding and operational needs and partner roles
- f. Proposed branding and neighborhood engagement opportunities
- g. Proposed phasing of implementation of Lily Pad pilot

Task 5 Deliverable: Proposal for a Lily Pad Pilot with associated graphics. Format of the Lily Pad Pilot proposal will be proposed and accepted by project manager.

3.2.6 **TASK 6 - Project Management**

3.2.6.1 Ongoing Project Management for the life of the project including but not limited to the following:

- a. Internal kick off meeting.
- b. Monthly Progress meetings.
- c. Public and stakeholder meeting coordination and attendance.
- d. General project management and coordination.
- e. Presentations.
- f. Photo and video documentation of project tasks, including stakeholder outreach.

- g. Information requested by City of Houston for compliance with CDBG DR 17 funded programs.

Task 6 Deliverable: Monthly progress report information and additional information related to activities listed above, as needed.

Note: The tasks 1-5 outlined above are not linear and some are concurrent. The selected proposer(s) will present recommendations on how to structure and overlay these tasks in a logical manner within the project timeline.

3.3 **TIMELINE**

3.3.1 The Houston Lily Pad Plan is projected to be completed within 12 months from project kick off date. This time frame shall include all public engagement and stakeholder meetings as well as a final presentation to elected officials, if needed.

3.4 **DELIVERABLES**

3.4.1 The following elements of the Plan are to be supplied for this project. The selected firm/team will determine how it will be packaged as deliverables.

Task 1 Deliverable: Lily Pad Background Memo not to exceed 50 pages, with graphics including summary of peer city review, USDN material, City of Houston analysis, and existing conditions evaluation and base map for ideal Lily Pad locations.

Task 2 Deliverable: Stakeholder Engagement Plan, meeting minutes, photos and video documentation of stakeholder meetings and walk-throughs, summary of stakeholder feedback and presentations for every stakeholder and community meetings.

Task 3 Deliverable: Houston Lily Pad Master Plan, no more than 50 pages. Format will be proposed and accepted by project manager.

Task 4 Deliverable: Houston Lily Pad Implementation Tool Kit and Roll-out plan

Task 5 Deliverable: Proposal for a Lily Pad Pilot with associated graphics.

Task 6 Deliverable: Monthly progress report information and additional information related to activities listed above, as needed.

PART III – EVALUATION AND SELECTION PROCESS

1.0 Evaluation Committee

1.0 An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) based on the scores for the technical competence requirements (e.g. Proposer's background and experience providing similar services, management approach and understanding of scope requirements and background and experience of key personnel. 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 for technical competence, if needed, and score the pricing criteria listed in Section 5.0 below. 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 a Proposal 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. After the evaluation process is complete, the City's Chief Procurement Officer (CPO), in his sole discretion, may disqualify a Proposer based on negative references if it is determined the Proposer is not qualified to perform the work. 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).

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

5.2.1 Proposer's Background and Experience Providing Similar Services (35 points)

5.2.1.1 The Project's success will require committed professional and technical team members engaged in the functions described in the Scope of Work.

5.2.1.2 Proposers shall include any examples of creative solutions or innovative approaches to problems in their Proposal.

5.2.1.3 The Proposer shall provide the following for the Proposer experience:

5.2.1.3.1 Matrix of Proposer experience working with municipalities and adherence to local, state, and federal regulatory standards.

5.2.1.3.2 Identify two previous qualifying planning/design projects where Proposer was engaged as a prime or sub-contractor. Include dates, locations, scopes, values, and specific roles.

5.2.1.4 Include after each qualifying planning/design project the following:

5.2.1.4.1 Project name

5.2.1.4.2 Location

5.2.1.4.3 Client, address, telephone number

5.2.1.4.4 Description of systems, services and/or staffing solutions provided by Proposer in support of project

5.2.1.4.5 Total contract gross amount (Proposer's amount, if different)

5.2.1.4.6 Proposed Budget vs Actual

5.2.1.4.7 Principal-in-charge

5.2.1.4.8 Date completed

5.2.1.4.9 Client reference (name, position, phone, email address)

5.2.1.4.10 Relevant experience with other interfacing projects and associated scheduling consideration

5.2.1.4.11 Brief narrative description of project

5.2.1.4.12 Proposals must demonstrate the availability and degree of commitment of the Proposer and its candidates proposed for the project.

Note: The project's success will require committed professional and technical team members engaged in the functions described in the Scope of Work.

5.2.2 Management Approach and Understanding of Scope Requirements (35 points)

5.2.2.1 The Proposer shall provide in detail information that addresses the following:

5.2.2.1.1 Management Approach and understanding to Proposed Scope of Work.

5.2.2.1.2 The complexity, challenges and problems involved in planning and performing that work.

5.2.3 Background and Experience of Key Personnel (20 points)

5.2.3.1 Proposer shall submit detailed resumes for the proposed project manager and key staff personnel.

- 5.2.3.2 Proposer shall highlight the role that the key personnel will take in the composition of the team and general allocation of responsibilities throughout the team.
- 5.2.3.3 Proposer shall identify which key personnel will be responsible for the various Tasks and Deliverables identified in the Scope of Work.

5.3 Price Proposal (10 Points)

- 5.3.1 The Fee Schedule Proposal must include fully burdened rates for the key personnel, by title, and must be broken down by each item under the scope of work.
- 5.3.2 The Fee Schedule must highlight key staff and positions that would likely be involved with projects.
- 5.3.3 The Fee Schedule shall include details that justify the fee related to personal costs, overhead, how the overhead rate is derived, material and time, and any expenses included in the cost, and dollar amounts of profit.
- 5.3.4 The fee schedule proposal should be in the form of SCHEDULE “A” – HOUSTON LILY PADS –PRICE PROPOSAL/FEE SCHEDULE.

THE PRICE PROPOSAL/FEE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label “Fee Schedule”.

5.4 Quality of proposed M/WBE Participation aligned with the project scope (Pass/Fail)

- 5.4.1 MWBE participation of 24%, or a demonstrated good faith effort by the Proposer to meet such level of participation.

5.5 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:

- 5.5.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.
- 5.5.2 If applicable, last two years of consolidated statements for any holding companies or affiliates.
- 5.5.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.5.4 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:

- 5.5.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.

- 5.5.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.5.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

OR

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

6.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate whether it would be willing 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. If so, Proposer should identify exemplary additional services that it would deem appropriate for the Scope of Work, if such services are not included in Proposers proposal and fee proposal.

7.0 INVOICING

- 7.1.1 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:

Mayor's Office of Resilience
Attention: Marissa Abo
901 Bagby, 1st Floor
Houston, Texas 77002

- 7.1.2 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 copy of the technical proposal, **one (1)** printed original signed in BLUE ink, and **Five (5)** electronic copies of the Technical Proposal on **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

- 1.1.1 Technical Proposal. Submit **one (1)** printed copy, **one (1)** printed original, and **five (5)** thumb drives containing a copy of the original in a separate single sealed envelope bearing the assigned solicitation number and title.
- 1.1.2 Price Proposal/Fee Schedule and M/WBE documents. Submit **one (1)** copy of the **Price Proposal/Fee Schedule and M/WBE documents** on a thumb drive in a separate single sealed envelope bearing the assigned solicitation number and title.

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. Except for 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 proposal format 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 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 Proposal Format

Proposals **must** be organized into the following Sections:

- 2.1 **Tab 1 - Cover Letter:** (1-page maximum) 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. 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.
- 2.2 **Tab 2 - Offer and Submittal Form:** See Exhibit I
- 2.3 **Tab 3 - Proposer's Background and Experience Providing Similar Services**
 - 2.3.1 Proposers shall include any examples of creative solutions or innovative approaches to problems in their proposal.

2.3.2 The Proposer shall provide the following for the proposer experience:

7.1.2.1 The Project's success will require committed professional and technical team members engaged in the functions described in the Scope of Work.

7.1.2.2 Proposers shall include any examples of creative solutions or innovative approaches to problems in their Proposal.

7.1.2.3 The Proposer shall provide the following for the Proposer experience:

7.1.2.3.1 Matrix of Proposer experience working with municipalities and adherence to local, state, and federal regulatory standards.

7.1.2.3.2 Identify two previous qualifying planning/design projects where Proposer was engaged as a prime or sub-contractor. Include dates, locations, scopes, values, and specific roles.

7.1.2.4 Include after each qualifying planning/design project the following:

7.1.2.4.1 Project name

7.1.2.4.2 Location

7.1.2.4.3 Client, address, telephone number

7.1.2.4.4 Description of systems, services and/or staffing solutions provided by Proposer in support of project

7.1.2.4.5 Total contract gross amount (Proposer's amount, if different)

7.1.2.4.6 Proposed budget vs Actual

7.1.2.4.7 Principal-in-charge

7.1.2.4.8 Date completed

7.1.2.4.9 Client reference (name, position, phone, email address)

7.1.2.4.10 Relevant experience with other interfacing projects and associated scheduling consideration

7.1.2.4.11 Brief narrative description of project

7.1.2.4.12 Proposals must demonstrate the availability and degree of commitment of the Proposer and its candidates proposed for the project.

7.1.2.4.13 Brief narrative description of project and project scope

2.3.3 Include the availability and degree of commitment of the proposer and its team proposed for the project.

2.4 **Tab 4 - Management Approach and Understanding of Scope Requirements**

2.4.1 The Proposer shall address its understanding of the following:

2.4.1.1 Proposed Scope of Work

2.4.1.2 The complexity, challenges and problems involved in planning and performing that work.

2.4.1.3 Description on how to best utilize Resilient Houston and other city Resilience Hub Initiatives and USDN Resilience Hub tools to achieve project success. Links for all previous plans/programs are provided in Part II, section 3.2.

2.4.2 Include an approach and philosophy of dealing with key issues listed below:

2.4.2.1 Management Approach and understanding to Proposed Scope of Work

2.4.2.2 The complexity, challenges and problems involved in planning and performing that work

2.4.3 Identify specific components of the Scope of Work that need to be prioritize and are critical for a robust Lilypad Plan

2.5 **Tab 5 - Background and Experience of Key Personnel**

2.5.1 Proposer shall submit detailed resumes for the proposed project manager and key staff personnel.

2.5.2 Proposer shall highlight the role that the key personnel will take in the composition of the team and general allocation of responsibilities throughout the team.

2.5.3 Proposer shall identify which key personnel will be responsible for the various Tasks and Deliverables identified in the Scope of Work.

2.6 **Tab 6 - Proposer shall submit a proposed project schedule.**

2.7 **Tab 7 - M/WBE Participation:** M/WBE Forms listed in Part VIII, Section 2.0 should be submitted with the Price Proposal in a separate sealed envelope bearing the assigned solicitation number and title.

2.8 **Tab 8 - 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, 5.5, 5.5.1 through 5.5.4 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, 5.5, 5.5.5 through 5.5.7, or 5.5.8 of this document.

2.9 **Tab 9 - 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.

2.10 **Tab 10 - Legal Actions:** Provide a list of any pending litigation and include a brief description of the reason for legal action.

- 2.11 **Tab 11 - 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.
- 2.12 **Tab 12 - 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.
- 2.13 **Tab 13 -** Proposer shall provide a detailed description of its plan to implement HUD Act of 1968 Section 3 ("Section 3") requirements, including plans for community engagement, advertising job vacancies, recruitment, hiring, and training Section 3 eligible staff. Page limit is 2 pages. The selected firm will be required to submit its Section 3 plan for review and approval by the City within 15 days of the contract start date. The City's Section 3 compliance requirements are located at <https://houstontx.gov/housing/section3.html>.
- 2.14 **Tab 14 Forms and Certifications:** Complete all forms and certifications attached, as appropriate.

Price Proposal: Please submit, IN A SEPARATE SEALED ENVELOPE, the Price Proposal 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 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/goodfaithefforts.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 Pay or play

City of Houston Contractors' Pay or Play Program. Respondents shall comply with the City's Pay or Play Program, as set out in Executive Order No. 1-7, the requirements, and terms of which are incorporated into this RFP for all purposes. Respondents have reviewed the requirements of Executive Order No. 1-7 at <http://www.houstontx.gov/obo/popforms.html>. The Respondents should demonstrate that they have the willingness and ability to comply with the City's Contractors' Pay of Play Program.

5.0 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>.

6.0 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. This RFP does not commit the City to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred by the proposer in preparing or responding, in any way to this RFP; nor does this RFP commit the City to award or execute a contract for the services or supplies requested in this RFP.

7.0 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.

8.0 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>.

9.0 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.

10.0 Laws, Codes, & Safety Guidelines

Federally-Funded Contract. The successful bidder will be required to execute a standard City of Houston agreement. Proposers should be advised that once a project is awarded it will be a fixed price contract. The contract will be subject to a not to exceed amount which the awarded contractor exceeds at its own risk.

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

The selected firm must comply with all applicable governing local, state, and federal laws, executive orders, regulations, requirements, and guidelines, including but not limited to FR-6066-N-01, and FR-6109-N-01, 24 C.F.R. part 570, and 2 C.F.R. part 200 and other Federal requirements. The selected firm shall comply with all laws, codes, and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or

edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:

Compliance with Environmental Laws. Selected firm shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into environment and to generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. § 9602 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976(42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) The Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right-to-know Act (42 U.S.C § 11001 et seq.), Texas Commission on Environmental Quality (TCEQ) (415 ILCS 5/1 through 5/56.6) and the Municipal Code of the City of Houston, each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulation promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, “**Environmental Laws**”).

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

11.0 HUD’s Section 3 Program

- 11.1 Section 3: HUD’s Section 3 program requires that recipients of HUD CDBG funds, such as the City, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. This requirement is a flow-down to all firms contracted to the City and will be included in the Project Documents.
- 11.2 The work to be performed under any contract issued pursuant to this RFP is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 C.F.R. Part 135 apply to any contract issued pursuant to this RFP. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.
- 11.3 The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement issued pursuant to this RFP. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.
- 11.4 The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers’ representative of the commitments under this

Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- 11.5 The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.
- 11.6 Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract issued pursuant to this RFP shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors, and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.
- 11.7 The Contractor shall have completed, signed, and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

PART 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, Conley Jackson, Senior Procurement Specialist by e-mail to conley.jackson@houstontx.gov no later than the date and time shown on page one. 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

- 1.0 Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- 2.0 Signed M/WBE Forms (Exhibit II): Attachment “A” Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts; Attachment “B” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report; Attachment “C” Certified M/WBE Subcontract Terms; Attachment “D” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report
- 3.0 City of Houston Ownership Information Form (Exhibit III)
- 4.0 Anti-Collusion Statement (Exhibit IV)
- 5.0 Conflict of Interest Questionnaire (Exhibit V)
- 6.0 Debarment Certification (Exhibit VI)
- 7.0 Anti-Lobbying Certification (Exhibit (VII))
- 8.0 Pay or Play (Exhibit VIII)
- 9.0 Section 3 Participation Plan – (see solicitation website)
- 10.0 Section 3 Letters of Intent - (see solicitation website)

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** Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- 4.0** Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION**

| | |
|--------------------------|--|
| Date: | |
| Bid Number: | |
| Formal Bid Title: | |

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

| | |
|----------------------------------|----|
| TOTAL | \$ |
| MWBE PARTICIPATION AMOUNT | \$ |
| TOTAL BID AMOUNT | \$ |

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

****All 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

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 policies 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 MWSBE Subcontract Terms

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

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

MWBE GOAL: _____

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

Office of Business Opportunity
ATTN: Marsha Murray 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

EXHIBIT III

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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

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

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

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

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

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

INSTRUCTIONS

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

| | |
|-----------------------------|--|
| Orig. Dept.: FIN/SPD | File/I.D. No.: 64 – RCA #T29220 |
|-----------------------------|--|

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

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

Bidder's email address

Email Address:

| | |
|-----------------------------|--|
| Orig. Dept.: FIN/SPD | File/I.D. No.: 64 – RCA #T29220 |
|-----------------------------|--|

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

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

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

LISTING OF OFFICERS

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

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LISTING OF DIRECTORS OR MEMBERS

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

Name _____
Director or Member Address

Name _____
Director or Member Address

Name _____
Director or Member Address

Name _____
Director or Member Address

Name _____
Director or Member Address

| | |
|-----------------------------|--|
| Orig. Dept.: FIN/SPD | File/I.D. No.: 64 – RCA #T29220 |
|-----------------------------|--|

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.: 64 – RCA #T29220 |
|-----------------------------|--|

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

OPTIONAL: TAX APPEAL INFORMATION

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

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

Status of Appeal *[DESCRIBE]*:

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

REQUIRED: UNSWORN DECLARATION

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

| | |
|-----------------------------|-------------|
| Preparer's Signature | Date |
| Printed name | |
| Title | |

NOTE: This form constitutes a governmental record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

**EXHIBIT 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 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. 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). 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. 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 align="center">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 REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Vendor is required to confirm that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Vendor (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 C.F.R. 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 C.F.R. 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 Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 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.

Exhibit VII

Anti-Lobbying Certification

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

- 1) No Federal appropriated funds appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

EXHIBIT VIII

Pay of Play

To obtain a copy of each document; please click the following links.

[pop1.pdf](#)

[pop2.pdf](#)

[pop3.pdf](#)