

NEAR NORTHWEST MANAGEMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL SERVICES**

**“RESPONSE TO REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES FOR W. LITTLE
YORK BICYCLE-PEDESTRIAN-TRANSIT
IMPROVEMENTS”
HOUSTON, TEXAS**

DUE TO:

**EILEEN EGAN
BUSINESS DEVELOPMENT DIRECTOR
NEAR NORTHWEST MANAGEMENT DISTRICT
WHITE OAK CONFERENCE CENTER
7603 ANTOINE DR.
HOUSTON, TX 77088**

BY

**APRIL 6, 2018
3:00 PM CST**

Issued: MARCH 16, 2018

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ELECTRONIC FORMAT OF REQUEST FOR QUALIFICATIONS

This Request for Qualifications (“RFQ”) can be accessed at [http://www.nnmd.org/about/public-
notices](http://www.nnmd.org/about/public-
notices).

INTRODUCTION

The Near Northwest Management District (NNMD) is seeking statements of interest and qualifications from professional service firms or teams to provide conceptual design, preliminary design, completion of any required preliminary engineering reports, survey, design development, final design, landscape architecture, utility services design (including water, sanitary, storm, and the resolution of utility conflicts) geotechnical, permitting, bid and construction phase services, and construction phase materials testing in connection with back-of-curb infrastructure along West Little York Road from Hollister to N. Houston-Rosslyn and required updates to design plans of the 0.96-mile long, 10-foot wide hike and bike trail connector around the Hollister Road Stormwater Detention Basin located in the northwest section of the City of Houston, Texas. NNMD invites interested professionals to submit statements of qualifications for this work, in accordance with submission requirements stated in this RFQ.

RFQ OVERVIEW

This RFQ is issued by Near Northwest Management District, City of Houston, Texas, hereinafter referred to as “NNMD,” a governmental agency and political subdivision of the State of Texas, for professional services teams, hereinafter referred to as “Respondent,” to perform all necessary tasks involved in the engineering and design of the previously identified streetscape and hike and bike trail improvements within the NNMD boundaries. NNMD includes boundaries of Pinemont Drive to the south, Hollister Street to the west, TC Jester Blvd to the east, and SH 249 to the north. The project includes engineering design of concrete sidewalks reconstruction, ADA ramps, curbs, driveway bibs, and pedestrian lighting along West Little York Road from Hollister to N. Houston-Rosslyn; and updating partially-designed plans of a hike and bike trail connector around Hollister Road Stormwater Detention Basin. A map of the project area and management district boundaries is attached as **Exhibit “A.”**

The intent of this RFQ is to obtain qualifications and to publicize the availability of contracting opportunities for services described herein. The NNMD Board creates no obligations, expressed or implied, by issuing this RFQ or by receipt of any submissions pursuant hereto. Neither this RFQ nor any Statement of Qualifications (SOQ) submitted in response hereto is to be construed as a legal offer.

No contract will be awarded without further discussion and negotiation with a short list created from the responding firms. The award of any contract(s) as a result of this RFQ shall be at the sole discretion of the NNMD Board, and subject to any contract(s) being approved in form and substance by NNMD’s legal counsel. The NNMD Board will not be responsible for any expenses incurred by any firm in preparing and submitting information responding to this request.

Please note that this project is funded, in part, using funds from the Federal Transit Administration (FTA). Therefore, execution of a contract will be completed once funds are processed through FTA. There may be a delay of one or more months after a contractor is selected prior to the execution of a contract. Respondent agrees that, if selected, the NNMD shall not be liable for any damages or causes of action due to FTA delay.

CONFIDENTIAL INFORMATION

Respondents are advised that any information submitted to the District, including but not limited to materials contained in their responses, are subject to the Texas Public Information Act, and may be viewed and/or copied by any member of the public, including news agencies and competitors.

SCOPE OF SERVICES AND PROJECTS

This RFQ is to solicit SOQ from Respondents to provide professional services to NNMD 1) to (re)construct the back-of-curb infrastructure along West Little York Road from Hollister to N. Houston-Rosslyn, and 2) to construct a 0.96-mile long, 10-foot wide hike and bike trail connector around the Hollister Road Stormwater Detention Basin. The project includes required final design updates and construction of a shared-use path within three miles of existing transit stops and preliminary engineering/final design and construction of pedestrian-transit access enhancements along a roadway soon-to-be within ½ mile of transit stops as provided by the Federal Transit Administration's (FTA) Livable Communities Initiative guidelines. Proposed improvements include the following:

- Widen or construct 5-6-foot sidewalks compliant with Americans with Disabilities Act (ADA) standards and install or repair curbs and wheelchair ramps at intersections and driveways, as needed;
- Construct functional landscaping and widen landscape buffers, including irrigation systems to support new plant growth and add landscaping;
- Install transit amenities such as shelters, benches, waste receptacles, and pedestrian lighting for bus stops for Houston METRO fixed route bus service in the service area; and
- Construct a trail connector from Langfield to Hollister according to all American Association of State Highway and Transportation Officials (AASHTO), ADA requirements.

It is the intent of the NNMD Board to start the engineering and design for the following project in the second quarter of Calendar Year (CY) 2018 and award the construction contract(s) in the second quarter of CY 2019:

- | | |
|---|-------------------------------------|
| 1. Publication of the RFQ | March 16, 2018 |
| 2. Pre-Qualification Meeting | March 23, 2018 |
| 3. Deadline for submitting questions and clarifications | March 30, 2018 |
| 4. Deadline for response to questions | April 4, 2018 (3:00 p.m.) |
| 5. Deadline for submitting qualifications | April 6, 2018 (3:00 p.m.) |
| 6. Review period for submissions | April 6 - April 13, 2018 |
| 7. Screening and Evaluation Team recommendations to NNMD | April 13, 2018 |
| 8. NNMD Board to take action, if any, on authorizing the President to negotiate and execute a contract with firm(s) | April 19, 2018 |
| 9. Negotiation of firm(s) contract scope of work and fees | April 19 – May 3, 2018 |
| 10. Notices to Proceed | Week of May 14 th , 2018 |

(The above calendar of events is tentative and is subject to change).

TERMS

Contract negotiations will be a subsequent process outside of the RFQ process. The successful Respondent(s) should anticipate executing a standard Professional Services Contract. A copy is available from NNMD, upon request however such copy shall not be deemed to be the final or binding contract and may be modified in whole or part by NNMD before execution. All contracts subject to this RFQ process are to be approved by NNMD's legal counsel and action taken on by the Board in order to be a valid and binding agreement.

FTA PROVISIONS

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the Federally Required Contract Clauses, attached hereto and incorporated by reference, will apply to any professional services contract that may be awarded. **Failure by the Respondent to return the completed, required certifications (lobbying, suspension/debarment, and if applicable, DBE subcontractor) will result in the submission being considered non-responsive.** Please see **Exhibit "B"** for all Federally Required Contract Clauses and **Exhibit "C"** for all Respondent/Contractor Pre-Award Certifications.

Please note that the lobbying and suspension/debarment form must only be filled out by the prime Respondent. The DBE subcontractor form must be completed by all DBE subcontractors as well as the prime.

DBE GOAL

NNMD has set its Disadvantage Business Enterprise (“DBE”) goal for federally funded contracts for fiscal years 2018 – 2020, which is set at 19.0% through race-neutral means. The DBE Clause is included in **Exhibit “B”** for Federally Required Contract Clauses.

CLARIFICATION OF THE RFQ

Questions concerning this Request for Qualifications shall be directed via electronic mail to:

Eileen Egan

E-mail: eeegan@nnmd.org

Subject Line: W. Little York Bicycle-Pedestrian-Transit Improvements

Questions must be received by **3:00 p.m. on March 30, 2018**

EVALUATION / SELECTION PROCESS

The most qualified Respondent, as established via the scoring criteria, will be selected for this job. NNMD will negotiate with the most qualified Respondent in order to reach a fair and reasonable price. If a fair and reasonable price cannot be negotiated, NNMD will move to the second most qualified Respondent, and so on.

SUBMISSION INFORMATION

One flash drive to contain a .pdf, one original hard copy clearly marked, and five (5) additional hard copies shall be submitted to NNMD in a sealed package and be clearly marked “RFQ W. Little York Bicycle-Pedestrian-Transit Improvements”. SOQ shall be submitted no later than **3:00 p.m. on April 6, 2018**. Respondents shall respond to the written RFQ and any exhibits, attachments, or amendments. A respondent’s failure to submit before the deadline as required shall cause that SOQ to be disqualified. Respondents assume the responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual SOQ receipt by NNMD. Late responses shall not be accepted, nor shall additional time be granted to any respondent.

NNMD will accept SEALED SOQs in person Monday through Friday, 8:00 a.m. to 5:00 p.m.

Mailing Address:

Near Northwest Management District
Attn: Eileen Egan
6600 Antoine, Box 391
Houston, TX 77091

Hand or Overnight Delivery:

Near Northwest Management District
Attn: Eileen Egan
White Oak Conference Center
7603 Antoine Dr.

Houston, TX 77088

Questions should be directed to Eileen Egan via email at eeegan@nnmd.org.

CONTACT WITH NNMD EMPLOYEES AND AFFILIATES

No submitting firm shall, directly or indirectly, engage in any conduct (other than the submission of the RFQ or other prescribed submissions and/or presentations before the Screening and Evaluation Team) to influence any employee, consultant, agent, or board member of NNMD concerning award of a contract as a result of this solicitation. Violation of this prohibition may result in disqualification of the firm from further participation in the solicitation for services or goods sought herein, or from participation in future NNMD solicitations or contracts. All contact on this solicitation should be addressed to the authorized representative listed above.

RESPONSE SUBMISSIONS

Interested firms are invited to submit a response which should include a concise yet thorough collection of information identifying the project manager and project personnel. The response should address the selection criteria described in the section below and any other information which the respondent believes is relevant to the selection process. The response should include a statement of the philosophy of the design team's approach to project(s). The response should include examples of projects which are similar to the projects listed in this RFQ or which address the selection criteria. The response should identify the key persons to be assigned to the project and include a statement of the availability and commitment level for each person which the responding firms to be creative in preparing their response to this RFQ.

SELECTION PROCESS, CRITERIA AND EVALUATION

The Screening and Evaluation Team will review the responses in the following manner and process:

1. Each response will be equally evaluated on the basis of the specific criteria listed below. There will be an evaluation and at the sole discretion of the NNMD, the Screening and Evaluation Team may decide to conduct interviews from a short list of respondents.
2. Based on the results of the evaluation, the Respondents determined to be most advantageous to NNMD, taking into account all of the evaluation criteria, may be selected by the NNMD Board for further action.
3. NNMD will regard with higher marks those firms that have a locally or regionally staffed office in the Greater Houston Area.
4. The Screening and Evaluation Team will determine which respondent(s) offers the best means of servicing the interests of NNMD and its project requirements.

All responses received shall be evaluated by a committee based on criteria developed by NNMD. In evaluating SOQs, NNMD may consider the extent to which the respondent's services meet the NNMD's needs and specifications, as stated herein, and the following criteria, in order of importance:

1. Design Team Qualifications
2. Organization and Project Methodology
3. References
4. Experience and competence in this type of work
5. Experience with the City of Houston, Harris County Flood Control, METRO, and/or other regional partners
6. Any other relevant factors

Responses will be evaluated based upon the documented ability of the respondent to satisfy the requirements of this RFQ. Please refer to **Exhibit "D"** for response format. The following are intended as minimum qualifications for evaluation:

1. Demonstrated ability to work with a similar entity, its professional and non-professional staff, in providing services for a similar project. Expertise and past experiences of the firm in providing services on other projects similar in size, scope and features.
2. Technical qualifications of firm personnel.
3. Experience and expertise with City of Houston and Harris County public works and engineering requirements, processes, and approvals.
4. Ability to coordinate and react to diverse project and program requirements.
5. Demonstration of compliance with any and all applicable provisions of the Americans with Disabilities Act (ADA) and other state and federal and local regulations.
6. Demonstrated experience and expertise in working with other local government and non-government agencies.
7. Reputation with existing and former clients. (Provision of reference)
8. Current workload and composition of design team.

OTHER INFORMATION

By submission of a statement for this RFQ in response to this announcement, the respondent is certifying that neither their firm(s) nor any of their principles are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any federal, state or local department or agency. Further, if such a debarment or suspension occurs during the course of the procurement, the respondent shall so inform NNMD.

NNMD prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

INDEMNIFICATION

Respondent shall indemnify and hold harmless NNMD against any and all claims, demands, suits, and judgments of sums of money, including costs of defense (including, but not limited to, attorneys' fees) to any party for loss of life or injury or damage to person or property to the extent arising from any negligent act, error, omission, or breach on the part of Respondent, its agents, servants, employees, or subcontractors, in whole or part in connection with a contract resulting from this RFQ, or from any breach of any obligations under a contract.

PROHIBITED INTEREST

No employee, officer, or agent of NNMD shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an organization which employs, or is about to employ, the following individuals or the following individuals has a financial or other interest in the firm selected for award:

- The employee, officer, or agent;
- Any family member within the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code.
- His or her partner.

NNMD's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Respondent, potential Respondents, or parties of subcontracts.

COVENANT AGAINST CONTINGENT FEES

Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure a contract resulting from this RFQ and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of a contract. For breach of violation of this warranty, NNMD shall have the right to annul the contract without liability or at its discretion to deduct from the Contract, the price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

EXHIBIT “A” – PROJECT AREA MAP

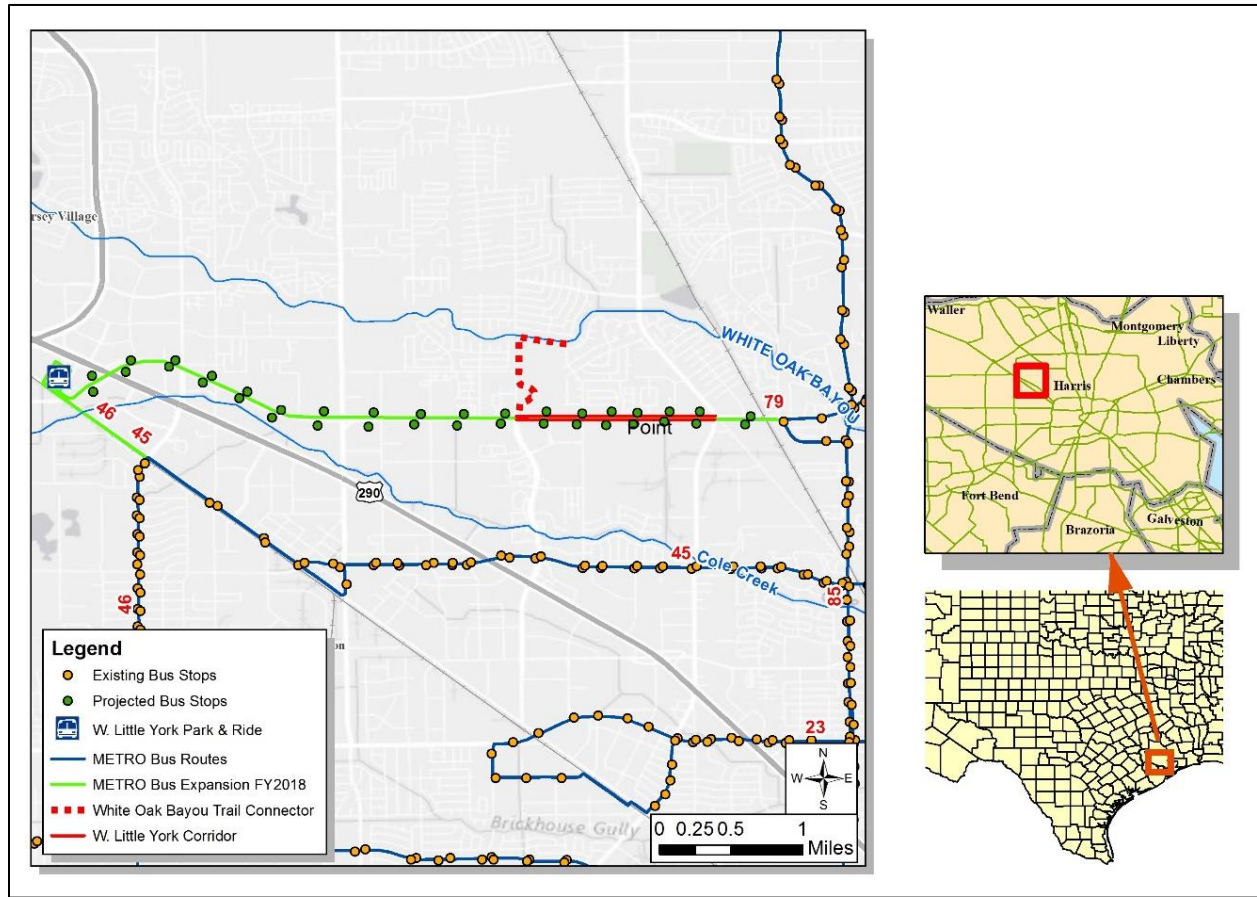


EXHIBIT “B” – FEDERALLY REQUIRED CONTRACT CLAUSES

These federally required contract clauses are in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance. The Respondent and future Contractor (Respondent/Contractor) certifies to abide by the clauses below as part of this procurement. The Respondent must also complete the forms included in **RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS, EXHIBIT “C”**. Insofar as something is labeled as not applying to this RFQ or “Contract”, that provision shall apply if it is later determined to be required per the relevant grant funding sources.

1. FLY AMERICA

- a.** The Respondent/Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Respondents/ Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Respondent/Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
- b.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

2. BUY AMERICA – Does not apply to this Contract.

3. CHARTER BUS and SCHOOL BUS REQUIREMENTS – Does not apply to this Contract.

4. CARGO PREFERENCE REQUIREMENTS – Does not apply to this Contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this Contract.

6. ENERGY CONSERVATION

- a.** As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

7. CLEAN WATER

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Respondent/Contractor agrees to report each violation to NNMD and understands and agrees that NNMD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – Does not apply to this Contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this Contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with NNMD. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- b. The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to NNMD. The Respondent/Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- c. The certification regarding Lobbying to be completed by the Respondent/Contractor and subcontractor(s) is provided herein (**SEE EXHIBIT “C”**) under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- a. NNMD is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide NNMD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until NNMD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NNMD and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this Contract.

14. CLEAN AIR

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Respondent/Contractor agrees to report each violation to NNMD and understands and agrees that NNMD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS – Does not apply to this Contract.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this Contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT – Does not apply to this Contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. NNMD and the Respondent/Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NNMD, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Respondent/Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent/Contractor to the extent the Federal Government deems appropriate.
- b. The Respondent/Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

NNMD’s termination requirements come from the attached City of Houston’s General Conditions.

- a. NNMD may terminate this contract, in whole or in part, when it is in NNMD’s interest through written notice provided a minimum of thirty (30) days prior to the contract termination date. If this contract is terminated, NNMD shall be liable only for payment

under the payment provisions of this contract for services rendered before the effective date of termination.

- b. Procedure.** In the event of such termination prior to completion of the Scope of Services, NNMD agrees to pay Respondent/Contractor for work actually performed. Respondent/Contractor shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.
- c. Default.** NNMD may, by written notice of default to Respondent/Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If Respondent/Contractor fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - b. If Respondent/Contractor fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Respondent/Contractor shall be paid for professional services for work actually performed, based upon the judgment of NNMD to the date of notification of default, less payment of any compensation previously paid.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a.** This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b.** The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c.** The certification (**SEE EXHIBIT "C"**) is a material representation of fact relied upon by NNMD. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to NNMD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d.** The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. PRIVACY ACT – Does not apply to this Contract.

24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following requirements apply to the underlying contract:

- i. Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- ii. Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

- a. **Violation and Breach of Contract** – Substantial failure of the Respondent/Contractor to perform the Scope of Services defined in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, NNMD will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Respondent/Contractor recognizes that in the event of a breach of this Contract by the Respondent/Contractor before the NNMD takes action contemplated herein, NNMD will provide the Respondent/Contractor with sixty (30) days written notice that the NNMD considers that such a breach has occurred and will provide the Respondent/Contractor a reasonable period of time to respond and to take necessary corrective action. NNMD reserves the right to waive the notice period, in its sole discretion, in the event that the Contractor's breach could cause or has caused irreparable or serious harm to the subject matter of the Contract, public safety, or the community.
- b. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the NNMD. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Respondent/Contractor mails or otherwise furnishes a written appeal to NNMD. In connection with any such appeal, Respondent/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of NNMD shall be binding upon Respondent/Contractor and Respondent/Contractor shall abide by the decision.
- c. **Performance During Dispute.** Unless otherwise directed by NNMD, Respondent/Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- d. **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- e. **Remedies.** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NNMD and Respondent/Contractor arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within Harris County, Texas. The laws of Texas shall apply to this Agreement without regard to any choice of law provision to the contrary.
- f. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or regulation. No action or failure to act by NNMD or

Respondent/Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this Contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this Contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a.** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 19% race-neutrally. There is no separate contract goal for this procurement.
- b.** The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NNMD deems appropriate.
- c.** Respondents or Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53 (**SEE EXHIBIT "C"**). Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial SOQ:
 - i.** The names and addresses of subcontractors that will participate in the contract;
 - ii.** A description of the work that each subcontractor will perform;
 - iii.** Whether the subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv.** The ethnic code, as described in the form;
 - v.** The age of the firm;
 - vi.** The annual gross receipts from the firm;
 - vii.** The dollar amount of the participation of each DBE firm participating; and
 - viii.** Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made under (8) (**SEE EXHIBIT "C"**).

- d. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from NNMD. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by NNMD, and following written approval of NNMD. **HOWEVER, CONTRACTOR SHALL INDEMNIFY NNMD FOR ANY CLAIMS MADE AGAINST NNMD FOR VIOLATION OF THE PROMPT PAY ACT OR OTHER RELEVANT STATUTE.** This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- e. The Respondent/Contractor must promptly notify NNMD, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NNMD.
- f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**SEE EXHIBIT "C"**).
- g. For the Respondent/Contractor's convenience, a listing of potential DBE subcontractors listed in the Texas Unified Certification Program DBE Directory (<http://www.dot.state.tx.us/apps-cg/tucp/>) is included below, as of January 5, 2018, under the following North American Industry Classification System numbers: 541330, Engineering Services.

Company Name	Mailing Address	City	ST	Zip	Phone	Email
20/20 Parking Consultants, LLC	23227 Prairie Pebble Ct	Katy	TX	77494	832-867-4690	james@20-20parking.com
Aguirre & Fields, L.P.	12999 Jess Pirtle Blvd.	Sugar Land	TX	77478	281-207-2071	oscar.aguirre@aguirre-fields.com
All-Terra Engineering, Inc.	6200 Rothway, Suite 140	Houston	TX	77040	713-574-2371	htewolde@all-terra.com
Ally Engineering Services	12314 Ashford Hollow Drive	Sugar Land	TX	77478	713-767-3699	fharanni@yahoo.com
Ally General Solutions. LLC	3317 Pebble Beach	Pearland	TX	77584	713-459-7230	rcastaneda@allygeneralsolutions.com
Alpha Sim Technology, Inc.	21324 Provincial Blvd.	Katy	TX	77450	281-698-8004	vmantri@alphahou.com
Ambiee Engineers, Inc.	15218 Lantern Creek Lane	Houston	TX	77068	281-772-8274	aambiee@wcwinternational.com
Analytic Engineers, LLC	5014 ParkCanyon Lane	Katy	TX	77494	713-591-1826	analytic.engineers@gmail.com
Apex Consulting Group, Inc.	9894 Bissonnet Street, suite 635	Houston	TX	77036	713-779-5700	info@apexengroup.com
ARK Engineer & Consultants, Inc.	9668 Westheimer Road, Suite 153	Houston	TX	77063	832-236-7165	jharvey@arkengineer.com

Associated Testing Laboratories, Inc.	3143 Yellowstone Boulevard	Houston	TX	77054	713-748-3717	jasbir@associatedtesting.com
Atlas Civil Engineering PLLC	11111 Katy Fwy., Suite 520	Houston	TX	77079	832-387-6619	ecardwell@acehouston.com
Austin-Reed Engineers, LLC	6830 N. Eldridge Pkwy, Suite 209	Houston	TX	77041	832-467-0088	saustin@austin-reedengineers.com
Automation Nation, Inc.	1700 Gazin Street	Houston	TX	77020	713-906-7115	rich.kendall@automationnation.net
Aviles Engineering Corporation	5790 Windfern Road	Houston	TX	77041	713-895-7645	sth@avilesengineering.com
Bakalovic Engineering Group LLC	3301 Edloe Street, Suite 300	Houston	TX	77027	713-677-0769	sejla.bakalovic@b-e-group.com
Baker & Lawson, Inc.	300 E. Cedar St.	Angleton	TX	77515	979-849-6681	rcrouch@bakerlawson.com
Bocci Engineering, LLC	12709 Pine Drive	Cypress	TX	77429	713-575-2400	lianne.lami@bocciengineering.com
C3S, Inc.	7100 Regency Square Blvd, Ste. 245	Houston	TX	77036	713-432-9200	info@c3sinc.com
CAN Engineering Construction	1930 Vermillion View Street	Fresno	TX	77545	832-475-4903	mentaguwa@yahoo.com
Charles D. Gooden Consulting Engineers, Incorporated	2320 Holmes Road, Suite A	Houston	TX	77051	713-660-6905	cdgce@goodenengineers.com
Chien Associates, Inc.	10700 Richmond Avenue, Suite 145	Houston	TX	77042	713-785-0334	janie.ruiz@caiengineers.com
Civil Concepts Inc.	3425 Federal Street	Pasadena	TX	77504	713-947-6606	j.morales@civilconcepts.com
Civil Systems Engineering, Inc.	1202 Lake Pointe Parkway	Sugar Land	TX	77478	713-782-3811	dli@cseengineers.com
CivilTech Engineering, Inc.	11821 Telge Road	Cypress	TX	77429	281-304-0200	company@civiltecheng.com
Coastal Testing Laboratories, Inc.	Post Office Box 87653	Houston	TX	77287	713-477-0121	info@coastaltestinglabs.com
Concept Engineers, Inc.	2550 North Loop West, Suite 200	Houston	TX	77092	713-552-9200	ysharma@conceptengrs.com
CSF Consulting, L.P.	11301 Fallbrook Drive, Suite 320	Houston	TX	77065	832-678-2110	carlos@csfengineers.com
DAB Engineering And Testing, L.L.C.	6115 Westbranch Dr.	Houston	TX	77072	281-495-2249	dokunabass@yahoo.com
DAE & Associates, Ltd.	17407 US Hwy. 59	Houston	TX	77396	713-699-4000	de@geotecheng.com
Dally + Associates, Inc.	9800 Richmond Ave., Suite 460	Houston	TX	77042	713-337-8881	sahmed@asadally.com
DECON LLC	2180 North Loop West, Suite 221	Houston	TX	77018	832-538-3740	fjaramillo@deconeng.com
Disha Services Inc.	2601 Hewn Rock Way	Pearland	TX	77584	832-687-9551	info@dishausa.com
EDI Building Consultants, Inc.	P.O. Box 1264	Houston	TX	77251	713-772-6300	annie@edibc.com
EDP Engineers and Inspectors, LLC	14419 Willowsong Court	Missouri City	TX	77489	281-416-9660	info@edp-llc.com

Emerald Standard Services, Inc.	520 Preston Avenue	Pasadena	TX	77503	713-473-1000	roger@emerald-standard.com
Ensign, Inc.	4800 Sugar Grove Blvd., Suite 300	Stafford	TX	77477	713-621-0725	mlilie@ensightinc.com
Entech Civil Engineers, Inc.	16360 Park Ten Place, Suite 230	Houston	TX	77084	281-945-0069	nalanis@entechhou.com
EPIC Transportation Group, LP	800 Wilcrest drive, Suite 240	Houston	TX	77042	713-609-9416	mail@epicgrouplp.com
ESOR Consulting Engineers, Inc.	6027 Dover House Way	Spring	TX	77389	832-384-9537	jrod@esor.com
FCM Engineers, PC	9700 Richmond Avenue, Suite 250	Houston	TX	77042	713-706-4412	fmbachu@fcm-engineers.com
Ferguson Consulting, Inc.	37602 Tournament Lane	Magnolia	TX	77355	281-252-9232	lferguson@fci-engr.com
Fivengineering, LLC	3535 Briarpark, Suite 210	Houston	TX	77042	713-775-7701	liz@5engineering.com
Franklin Engineers & Consultants, LLC	2734 Sunrise Blvd., Suite 308	Pearland	TX	77584	281-205-8415	jfranklin@feandcllc.com
Frayre Engineering & Consulting, PLLC	2914 Cedar Woods Place	Houston	TX	77068	713-320-2163	pfrayre@frayre-ec.com
GC Engineering, Inc.	2505 Park Avenue	Pearland	TX	77581	281-412-7008	crodrigo@gc-engineering.com
Geotest Engineering, Inc.	5600 Bintliff Drive	Houston	TX	77036	713-266-0588	ravi@geotesteng.com
Gradient Group, LLC	2500 City West Blvd, Suite 300	Houston	TX	77042	713-275-0798	sanderson@gradient-group.com
Gunda Corporation, LLC	6161 Savoy, Suite 550	Houston	TX	77036	713-541-3530	rgunda@gundacorp.com
H T & J, LLC	10351 Stella Link Road	Houston	TX	77025	832-767-0090	hfc@ht-j.com
H&H Engineering Services, Inc.	23603 Desert Gold Dr.	Katy	TX	77494	281-392-4981	elliott@hhengservices.com
Henderson + Rogers, Inc.	2603 Augusta, Suite 800	Houston	TX	77057	713-430-5800	erogers@hendersonrogers.com
Heneco Engineering and Consulting, LLC	810 Highway 6 South, Suite 210	Houston	TX	77079	832-230-4675	alex.dawotola@heneco.com
Hollaway Consulting Engineers, LLC	565 S. Mason Road #498	Katy	TX	77450	281-536-4868	sheri@hollawayconsultingengineers.com
HS& S Development, Inc.	3519 Oakdale	Houston	TX	77004	210-542-6869	hss_engr@msn.com
Hunt & Hunt Engineering Corporation	P. O. Box 771294	Houston	TX	77215	713-780-9554	hhec@hhecorp.com
HVJ Associates, Inc.	6120 South Diary Ashford	Houston	TX	77072	281-933-7388	hjohnson@hvj.com
iGET Services LLC	4103 Oak Blossom Ct.	Houston	TX	77059	832-858-3982	info@iget-services.com
IMS Engineers, Inc.	126 East Amite Street	Jackson	MS	39201	713-739-7744	djones@imsengineers.com
Infratech Engineers & Innovators, LLC	5326 Belle Manor Ln.	Sugar Land	TX	77479	281-732-6601	anwar.zahid@infratech-us.com
Ingenium, Inc.	7700 San Felipe Street, Suite 110	Houston	TX	77063	713-339-9160	anu.mahendra@ingeniuminc.com

ISANI Consultants, L.P.	3143 Yellowstone Boulevard	Houston	TX	77054	713-747-2399	bobby@isaniconsultants.com
JAG Engineering, Inc.	9900 Westpark Drive, Suite 269	Houston	TX	77063	713-977-7550	johngujardo@jag-engineering.net
Jaymark Engineering Corporation	3730 Cypress Creek Pkwy., Suite 108	Houston	TX	77068	346-316-1181	mdt@jaymarkengineering.com
Jones Engineers, L. P.	9820 Whithorn Drive	Houston	TX	77095	713-222-7766	vroberts@jonesengineers.com
Kavi Consulting Inc	27822 Acacia Glen Lane	Katy	TX	77494	281-772-9643	rapolu.vijaya@gmail.com
KBH Traffic Engineering, LLC	1127 Eldridge Pkwy., #300-203	Houston	TX	77077	832-250-1861	kbhtraffic@gmail.com
Kenall Inc.	8101 Westglen Drive	Houston	TX	77063	832-251-8200	kris.prasad@kenallinc.com
KIT Professionals, Inc.	2000 West Sam Houston Parkway South, Ste 1400	Houston	TX	77042	713-783-8700	skalaga@kitprofs.com
Kontar Konsultants LLC	P.O. Box 8159	Houston	TX	77288	713-834-1100	kontar1992@gmail.com
Kuo & Associates, Inc.	10700 Richmond Avenue, Suite 113	Houston	TX	77042	713-975-8769	shaheen.chowdhury@kuoassociates.com
Landtech, Inc.	2525 North Loop West, Suite 300	Houston	TX	77008	713-861-7068	pkwan@landtech-inc.com
Lloyd, Smitha & Associates, LLC	14027 Memorial Dr., Suite 253	Houston	TX	77079	281-660-8737	elloyd@lsa-engineers.com
M Engineering & Construction, LLC	3000 Wilcrest Dr., Ste 250	Houston	TX	77042	832-669-0103	jm@themcorp.com
Marshall Engineering Corporation	715 N. Houston Ave.	Humble	TX	77338	281-852-4131	mecedu@aol.com
Martinez, Guy & Maybik, Inc.	1500 S. Dairy Ashford, Suite 280	Houston	TX	77077	281-679-0335	rmartinez@mgm-inc.com
MBCO Engineering, LLC	13111 Westheimer Rd., Suite 307	Houston	TX	77077	281-760-1656	bonnie.moss@mbcoengineering.com
MDA Engineers, LLC	8511 Westcove Circle	Houston	TX	77064	281-794-3013	mnenen1014@aol.com
Medrano and Associates PLLC	5510 South Rice 2132	Houston	TX	77081	713-667-2340	oscarcm39@aol.com
Menon Consortium Incorporated	800 Town and Country Blvd., Suite 300	Houston	TX	77024	832-877-0307	sanjay@invicus.com
MEP Green Design & Build, PLLC	1250 Bay Area Blvd., Suite D	Houston	TX	77058	832-276-0752	dungvu@mepgreendesigns.com
Midtown Engineers, LLC	5225 Katy Frwy Ste. 400	Houston	TX	77007	713-862-8848	khmcdaniel@midtownengineers.com
Mission Engineering, Inc.	10370 Richmond Avenue, #560	Houston	TX	77042	713-981-0018	dzhuang@missioneng.com
Montalbano Engineering Consulting & Associates, PLLC	7941 Katy Fwy., #240	Houston	TX	77024	713-444-8999	vmontalbano@meca-tx.com

Morales Engineering Associates, LLC	2550 Gray Falls Dr., Suite 100-B	Houston	TX	77077	281-497-6272	emorales@moraleseng.com
MSI Engineers, Inc.	12708 Pelican Blvd.	Willis	TX	77318	936-701-2734	ckelsch@msiengineers.com
Nathelyne A. Kennedy & Associates, L.P.	6200 Savoy Drive, Suite 1250	Houston	TX	77036	713-988-0145	nkennedy@nakennedy.com
Nedu Engineering Services	P.O. Box 540831	Houston	TX	77254	713-268-1666	nkemdi@neduengineers.com
North American Controls Corporation	11602 Aerospace Avenue, Bldg. 510, Suite 100	Houston	TX	77034	281-481-3073	mgsaucedo@naccinc.com
Omega Engineers, Inc.	16360 Park Ten Place, Suite 325	Houston	TX	77084	281-647-9182	mareyes@omegaengineers.com
OTHON, INC.	11111 Wilcrest Green Drive, Suite 128	Houston	TX	77042	713-975-8555	othoncorp@othon.com
P&D Professional Services, Inc.	12155 Lismore Lake Dr.	Cypress	TX	77429	281-743-4475	pprice@pdproservices.com
Pantheon Engineering, LLC	18 Hermit Thrush Place	The Woodlands	TX	77382	832-978-0614	logan.palmenberg@pantheoneng.com
Paramount Engineering, LLC	7322 Southwest Freeway, Suite 1050	Houston	TX	77074	713-636-9977	pe_llc@msn.com
Progressive Consulting Engineers, PLLC	16360 Park Ten Place, Suite # 106	Houston	TX	77084	281-206-7494	mirfan@pcehouston.com
Q Consultants, Inc	3411 Canton Hills Lane Ste#608	Missouri City	TX	77459	713-480-9096	cvellore@qconsultants.com
Quartet Engineers, PLLC	1839 Harland Dr.	Houston	TX	77055	832-407-7077	vijay.jha@quartet-eng.com
Ramos Consulting, LLC	2121 Lohmans Crossing Rd., #504-409	Lakeway	TX	78734	281-378-1512	jerry.ramos@ramosconsultingllc.com
Rekha Engineering, Inc.	5301 Hollister, Suite 190	Houston	TX	77040	713-895-8080	rekha@sbcbglobal.net
RHS & Associates, LLC	10238 Wildwood Park Lane, #100	Houston	TX	77070	713-501-2336	robert.siegfried@siegfriedec.com
RODS Subsurface Utility Engineering, Inc.	6810 Lee Road, Suite 300	Spring	TX	77379	281-257-5248	hilda@rodssue.cc
S&J Engineering and Construction Company, LLC	6402 Tahoe Crossing Ln.	Houston	TX	77066	832-859-5801	segun@sjceco.com
SANPEC, Inc.	11819 Skydale Drive	Tomball	TX	77375	281-516-7269	ajmallik@sanpec.com
Sapo Engineering Consultants	1000 East Curtis Ave #1206	Pasadena	TX	77502	832-230-7294	info@sapoengr.com
SES Horizon Consulting Engineers, Inc.	10101 Southwest Freeway, Suite 400	Houston	TX	77074	713-988-5504	epi.salazar@seshorizon.com

Shan Engineering, Inc.	9039 Katy Freeway, Suite 216	Houston	TX	77024	832-615-9308	mohammed@shanengineering.net
Site and Field Engineering, LLC	5450 NW Central, Ste. 100	Houston	TX	77092	713-823-8134	mark.e.nelson@safe-tx.com
Source2Load Electrical Consulting, LLC	P.O. Box 143	Missouri City	TX	77459	713-299-0804	chad@source2load.com
Sowells Consulting Engineers, LLC	13430 NW Fwy Suite 200	Houston	TX	77040	832-731-7290	jsowells@scmandi.com
SP Engineering, Inc.	4418 Bluebonnet Dr, # 406	Sugarland	TX	77477	832-867-2522	skhan@spengineering.us
Stevens Technical Services, Inc	14531 FM 529, Suite 160	Houston	TX	77095	713-828-4742	roma@stevens-technical.com
Swayzer Engineering, Inc.	3102 Maple Ave, Ste 450	Dallas	TX	75201	214-880-7929	michele.swayzer@swayzer.com
Tandi Oil and Gas LLC	6131 Coastal Grove Lane	Katy	TX	77494	281-710-2121	acnwadei@gmail.com
Teran Group LLC	888 West Sam Houston Parkway South, Suite. 250	Houston	TX	77042	713-244-9795	ojteran@terangroup.com
Texas Water Engineering, PLLC	16 Pecan Gorge Ct.	Sugar Land	TX	77479	832-865-4979	foss@txwe.com
The Murillo Company	10325 Landsbury Drive, Suite 400	Houston	TX	77099	281-933-9702	donnam@murillocompany.com
TLC Engineering, Inc.	8204 Westglen Drive	Houston	TX	77063	713-868-6900	info@tlceng.com
Ulrich Engineers, Inc.	2901 Wilcrest Drive, Suite 200	Houston	TX	77042	713-780-7645	theresa.ramirez@ulrichengineers.com
United Engineers, Inc.	9301 Southwest Freeway, Suite 500	Houston	TX	77074	713-271-2900	sherifm@unitede.com
UPARROW, L.L.C.	9639 Roarks Passage	Missouri City	TX	77459	832-545-4924	rileywilson@uparrowllc.com
USA SHELCO, INC.	2825 Wilcrest Drive, Suite 407	Houston	TX	77042	713-278-8900	rshelton@usashelco.com
V&A Consulting Engineers, Inc	8220 Jones Road, Suite 500	Houston	TX	94612	510-903-6600	kreed@vaengineering.com
Vaquero Construction, Inc.	9003 Knightwood Ct.	Richmond	TX	77469	281-701-3782	vaquero1994@gmail.com
VoltAir Consulting Engineers, LLC	5100 Westheimer Road, Suite 200	Houston	TX	77056	888-891-9713	julius.davis@voltaireengineers.com
VoltAir Consulting Engineers-Texas, LLC	5373 West Alabama Street Suite 400	Houston	TX	77056	713-588-4515	jdavis@voltairinc.com
Watearth, Inc.	P.O. Box 10194	Houston	TX	77206	832-444-0663	jwalker@watearth.com
WCW International , Inc.	1001 McKinney, Ste 1250	Houston	TX	77002	713-777-3700	cwilmot@wcwinternational.com
XLW Engineering Associates LLC	27107 Downing Park Blvd.	Katy	TX	77494	281-201-1339	lwei@xlwengineering.com
Zamtek LLC	1322 Space Park Drive, Suite B290	Houston	TX	77058	281-948-3309	sharif@zamtek.net
Zarinkelk Engineering Services, Inc.	617 Caroline St.	Houston	TX	77002	832-242-2426	giti.zarinkelk@zarinkelk.com

- h.** NNMD encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference as if fully laid out herein. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Respondent/Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NNMD requests which would cause NNMD to be in violation of the FTA terms and conditions.
- b.** The Respondent/Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING – Does not apply to this Contract.

32. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

- a.** ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b.** The Respondent/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
- c.** The Respondent/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d.** In addition, the Respondent/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing

- e. The Respondent/Contractor and all of its subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
- i. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
 - iii. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation
 - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
 - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
 - vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation"
 - vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC
 - viii. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation
 - ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
 - x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
 - xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. VETERAN’S PREFERENCE – Does not apply to this Contract.

EXHIBIT “C” – RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the SOQ is submitted. All certifications listed below follow this checklist.

Respondent/Contractor’s Initials:

- | | |
|--|----------------------|
| A. Lobbying Certification | _____ |
| B. Suspension and Debarment Certification | _____ |
| C. Respondent/Contractor Certification | _____ |
| D. DBE Subcontractor Certification | _____ |
| E. Contractor Payment Report Form | <u>N/A</u> |
| F. Conflict of Interest Questionnaire | _____ |
| G. Certificate of Interested Parties | <u>Submit Online</u> |
| H. Senate Bill 252 Certification | _____ |
| I. House Bill 59 Verification | _____ |
| J. Delinquent State Business Tax Certification | _____ |

I HEREBY ATTEST THAT THE PREVIOUS EXHIBIT TITLED, *FEDERALLY REQUIRED CONTRACT CLAUSES*, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

LOBBYING CERTIFICATION FORM

To be completed by the prime contractor and all subcontractors.

The Respondent/Contractor certifies that 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 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 making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/

CONTRACTOR: _____

SUSPENSION AND DEBARMENT CERTIFICATION FORM

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

To be completed by the prime contractor and all subcontractors.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT
PAGE)**

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this SOQ.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____
RESPONDENT/
CONTRACTOR: _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this SOQ, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with NNMD's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when NNMD determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NNMD may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to NNMD to which this SOQ is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. the Respondent/Contractor may contact NNMD to which this SOQ is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NNMD entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by NNMD entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, NNMD may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The **prime** Respondent/Contractor shall complete this form by listing 1) Names of **ALL** proposed subcontractors, whether or not the subcontractor is a DBE or SBE. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm, 6) Gender code of owner, 7) Age of the firm, 8) Annual gross receipts of the firm, and 9) % or \$ amount of Total Subcontract. Those contractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the SOQs are submitted. Additionally, those (sub)contractors which are listed on this form as DBEs must complete **DBE SUBCONTRACTOR CERTIFICATION**, agreeing to the information listed here.

RESPONDENT/
CONTRACTOR: _____

PROJECT NAME: _____

ETHNIC CODES

- A)** Black American **B)** Hispanic American **C)** Native American
D) Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women
G) Other

GENDER CODES

A) Male

B) Female

C) Choose Not to Disclose

1) Name of subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Gender Code	7) Age of Firm	8) Annual Gross Receipts	9) DBE % or \$ amount of Total Contract

1) Name of subcontractor	2) Address, Telephone # of DBE Firm (Including	3) Description of Work, Services Provided	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Gender Code	7) Age of Firm	8) Annual Gross Receipts	9) DBE % or \$ amount of Total Contract
--------------------------	--	---	------------------------	----------------	----------------	----------------	--------------------------	---

	name of contact person)							

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED ON THIS PROJECT. USE ADDITIONAL FORMS AS NEEDED.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with NNMD. The Contractor agrees to the terms of this schedule by signing below and submitting the **DBE SUBCONTRACTOR CERTIFICATION**, as completed by the DBE subcontractor(s).

DATE: _____

SIGNATURE: _____

RESPONDENT/
CONTRACTOR: _____

TITLE: _____

DBE SUBCONTRACTOR CERTIFICATION

NOTE: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in the DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this RFQ.

1. TO: (Respondent/Contractor): _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____

_____ and at the following price \$_____ and/or _____% of the total contract amount (should be the same \$ or % found on **RESPONDENT/ CONTRACTOR CERTIFICATION**).

4. The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ RESPONDENT/
CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

ATTACH COPY OF TEXAS UNIFIED CERTIFICATION PROGRAM CERTIFICATE

CONTRACTOR PAYMENT REPORT FORM

This form is to be included with each pay application until final payment of the Contract has been made. This form has been included for reference only.

CONTRACTOR PAYMENT REPORT FORM							
Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.							
1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period From: To:		4. Contractor's Business Name	5. Contact Person	6. Address	
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed	
			\$	\$	\$	\$	
14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date					
	\$	#VALUE!					
17	18	19	20	21	22	23	24
Name of DBE Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent Paid to Date	Amount of this invoice allocated to DBE subcontractor
(Add rows to the table, as needed, to complete this section)							
By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.							
Signature		Date Signed	Name and Title of Individual Completing Report				

STATE PRE-AWARD CERTIFICATIONS AND FORMS
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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>	OFFICE USE ONLY <hr/> Date Received	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div> <div style="margin-top: 40px;"> <p>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 style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div> </div>		

CERTIFICATE OF INTERESTED PARTIES

For reference only, this form is filled out with the awarded Contractor online -
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4	<table border="1"><thead><tr><th rowspan="2">Name of Interested Party</th><th rowspan="2">City, State, Country (place of business)</th><th colspan="2">Nature of Interest (check applicable)</th></tr><tr><th>Controlling</th><th>Intermediary</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																									
<p>_____ Signature of authorized agent of contracting business entity</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the Near Northwest Management District, City of Houston, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the Near Northwest Management District by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

HOUSE BILL 89 VERIFICATION

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Date

Signature of Company Representative

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

NOTARY SEAL

Notary Signature

Date

DELINQUENT STATE BUSINESS TAX CERTIFICATION

All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

EXHIBIT “D” – STATEMENT OF QUALIFICATIONS FORMAT

EXECUTIVE SUMMARY

The executive summary of the SOQ shall be a maximum of two (2) pages. Include items such as a cover letter of introduction and/or a brief overview of the firm and a statement of interest.

EXPERIENCE

1. Provide all pertinent information describing the firm’s history, background, and experience. Provide the total number of years of experience providing design and engineering services for streets, public utility and public green space projects.
2. Detail organizational capability and commitment providing respondent’s ability and overall understanding of requirements and scope of services for the projects listed in this RFQ.
3. Detail previous experience in providing services for other similar organizations and projects. Provide information and an example(s) of projects that were successful and why. Provide representative photographs, where appropriate. Provide information as to specific projects that may not have come in at or near budget.
4. Provide a minimum of three (3) verifiable references which the respondent has provided similar services to in the past five (5) years.
5. Provide a statement as to what projects the firm is currently working on and the date the respondent could be available to begin work on the project listed in this RFQ.

APPROACH

1. Provide a work plan (narrative or visual) of how the firm would approach the project listed in this RFQ.
2. Interaction with other government and non-government agencies will be required; provide information as to how the respondent would conduct these interactions and the firm’s approach for accomplishing the assigned work.

STAFF

1. Include resumes of the staff that will be assigned to the project.
2. Include an organizational chart of the key personnel.
3. Include copies and evidence of appropriate State of Texas licenses (firm and staff).

4. Clarify if all the work that is being proposed would be performed with in-house personnel or if any portion of the work will be sub-contracted to outside firm(s) or personnel.

INSURANCE REQUIREMENTS

1. Provide evidence of insurability. (See attached **Exhibit “E”**)
2. Provide evidence of Texas Worker’s Compensation coverage.

IDENTIFYING INFORMATION

The page following the Executive Summary should be a replica of the Required Response Form (See attached **Exhibit “F”**) provided in this RFQ with signature, and must include the name, physical address of principal place of business, mailing address, telephone number, fax number, email, and general information of respondent’s primary contact person.

EXHIBIT “E” – CERTIFICATE OF INSURANCE REQUIREMENTS

The Respondent shall obtain and maintain insurance coverage continuously during the term of Agreement, and the Respondent shall cause each of its subcontractors to maintain insurance coverage during the term of Agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of “claims made” coverage, for an additional two years thereafter.

A. Risks and Limits of Liability. The insurance required by this schedule shall insure against the following risks in at least the following amounts:

Coverage	Limit of Liability
Workers’ Compensation	Statutory
Employer’s Liability	Bodily injury by Accident \$100,000 (each Bodily injury by Disease \$100,000 (policy limit) Bodily injury by Disease \$100,000 (each employee)

Commercial General Liability:

Including Broad Form Coverage, Combined Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate
Automobile Liability Insurance (for vehicles used in performing under this Agreement, including Employer’s Non-Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage	\$500,000 per claim \$1,000,000 aggregate

Defense costs are to be excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

B. Forms of Policies. NNMD may approve the form of the insurance policies, but nothing NNMD does or fails to do relieves the Respondent of its obligation to provide the required coverage under this Agreement.

C. Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in the Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

D. Insured Parties. Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name "Near Northwest Management District" and its officers, agents, and employees as additional insured parties on the original policy and all renewals or replacements.

E. Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives NNMD 30 days' advance written notice. The Respondent shall (and shall contract with each subcontractor to) give written notice to NNMD within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

F. Waiver of Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City of Houston and NNMD, and their officers, agents, or employees.

G. Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under Agreement.

H. Liability for Premium. The Respondent shall pay all insurance premiums for coverage required by this Agreement, the City and NNMD shall not be obligated to pay any premiums.

I. Subcontractors. The Respondent shall require all subcontractors whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements above except amount. The amount of coverage to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$100,000 per occurrence.

I. Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of NNMD, the Respondent shall furnish NNMD with Certificates of insurance maintained by the Respondent in accordance with this schedule along with an affidavit from the Respondent confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by NNMD, the Respondent shall furnish NNMD with certified copies of the Respondent's actual insurance policies. Failure of the Respondent to comply with the requirements of this schedule shall constitute an event of default and NNMD, as its sole discretion, may (1) suspend performance by NNMD hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with NNMD funds and, deduct the cost of the premiums from amounts due to the Respondent under this Agreement. NNMD shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

I. Other Insurance. If requested by NNMD, the Respondent shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Respondent's under this agreement.

EXHIBIT “F” – REQUIRED RESPONSE FORM

Include this form (or replica) in the firm’s qualifications package after the executive summary

Name of Respondent: _____

Physical address of
the principal
place of business: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Print name of
Primary contact: _____

Signature: _____

Date: _____

EXHIBIT “G” – WRITTEN PROTEST PROCEDURES

NNMD will use the following procedure in all solicitations:

Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with the Business Development Director, and appeal any adverse decision to the President. Such protest must be in writing and submitted to the Business Development Director as follows:

Pre-Bid / Pre-Proposal Protests: Protests pertaining to the terms, conditions or proposed form of procurement must be received by the Business Development Director within five (5) business days prior to the date established for the opening of bids or receipt of responses. Untimely, or late protests, will not be considered, unless the Business Development Director concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system. Submit all protests to:

Attn: Business Development Director
Re: Procurement Protest
Near Northwest Management District
6600 Antoine, Box 391
Houston, Texas 77091

Post-Award Protests: Protests concerning award decisions, including bid evaluations, must be received by the Business Development Director within five (5) business days after award has been made and recognized by the Board. Untimely, or late protests, will not be considered, unless the Business Development Director concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system.

Interested Parties: For the purposes of this procedure, “interested parties” shall be defined as follows:

For Pre-Bid / Pre-Proposal Protests concerning the terms, conditions or form of a proposed procurement, any prospective Respondent whose direct economic interest would be affected by the award, or failure to award an Agreement.

For Post-Award Protests concerning award decisions, only those actual Respondents who have submitted a response to this solicitation and who, if their complaint is deemed by the NNMD to be meritorious, would be eligible for selection as the successful Respondent for award of an Agreement.

All formal protests shall be signed, notarized and reference the following:

- Name, address and telephone number of the interested party;
- Solicitation title;

- Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;
- Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- Precise statement of facts.
- Identification of the issue(s) to be resolved.
- Argument and authorities in support of the protest.

The Business Development Director shall have the authority, prior to any appeal to the President, to settle any dispute and resolve the protest, insofar as such settlement of any dispute does not require Board action. The Business Development Director may solicit written responses regarding the protest from other interested parties. If the protest is not resolved by mutual agreement, the Business Development Director will issue a written determination on the protest.

If the Business Development Director determines that no violation of rules or statutes has occurred, they shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination.

If the Business Development Director determines that a violation of the rules or statutes has occurred and an Agreement has not yet been awarded, they shall so inform the protesting party, and at their discretion, other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

If the Business Development Director determines that a violation of the rules or statutes has occurred and an Agreement has been awarded, they shall so inform the protesting party, and at their discretion, other interested parties, by letter which sets forth the reasons for the determination, which may include ordering of the Agreement void.

If the protest is not resolved by mutual agreement, the Business Development Director will issue a written determination on the protest.

Appeals: The Business Development Director's determination on a protest may be appealed to the President. An appeal to the President must be received no later than ten (10) business days after the date of the written determination issued by the Business Development Director, and be addressed as stated above of this procedure except, Attn: President, RE: Protest Appeal, and sent via certified mail. The appeal shall be limited to a review of the determination made by the Business Development Director.

The President for NNMD will review the protest, the Business Development Director's determination, any responses from interested parties, and the appeal, and prepare a written response to the protesting party.

The President's response shall be the final administrative action taken by NNMD.

Any protest submitted must follow these procedures or it will be returned without action.