



UPTOWN

HOUSTON

Harris County Improvement District #1 / Uptown Houston

Request for Qualifications for Design Services and Grant Administration For West Loop Shared Use Path and Bayou Bridge

Issue Date

November 30, 2023

Submittal Date

January 4, 2024

2:00 PM CST

Clark Martinson, Director of Public Space

cmartinson@uptown-houston.com

713.621.2011

Harris County Improvement District #1 / Uptown Houston
REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES AND GRANT ADMINISTRATION FOR
WEST LOOP SHARED USE PATH AND BAYOU BRIDGE

OPEN: November 30, 2023
CLOSE: January 4, 2024, at 2:00 PM CST

Statement of Qualifications for design services, design and construction phase support services, and grant administration and management, prepared with one digital copy, attention: Clark Martinson, Public Space Director, Harris County Improvement District #1 (Uptown Houston), will be received until 2:00 PM CST on January 4, 2024 through e-mail submissions. Any submissions received after 2:00 PM CST on the date specified will be returned unopened, for the following project.

PROJECT DESCRIPTION

The proposed project will construct a shared use path (SUP) connection along the I-610 West Loop Frontage Road from Memorial Dr to Post Oak Blvd and along Post Oak Blvd to Hollyhurst Ln to better connect Memorial Park to Uptown Houston. The project scope includes connecting improvements within Memorial Park, the construction/installation of a new suspension bridge across Buffalo Bayou, the construction/installation of additional truss bridges, lighting, landscaping, connectivity and remediation work beneath I-610 adjacent to Buffalo Bayou, I610 West Loop intersection safety countermeasures at Memorial and Woodway Drives, and access and safety improvements along Hollyhurst from Post Oak Boulevard to Hallmark Drive. The scope of work requires extensive coordination with project partners to include the Memorial Park Conservancy, Houston Arboretum and Nature Center, Uptown Houston, the City of Houston, the Texas Department of Transportation, the Federal Transit Administration, the U.S. Department of Housing and Urban Development, Houston METRO, and others. Modifications to the project scope to better support the project may arise through the design.

PROJECT SCHEDULE

The project is anticipated to begin in early 2024.

PROFESSIONAL SERVICES

Uptown Houston plans to utilize consultant services for this project to provide services which include, but are not necessarily limited to:

- Project / Grant Administration, Management, and Controls (FTA, HUD, TxDOT);
- Landscape Architecture, lighting, irrigation, and environmental graphics;
- Engineering (civil, structural, detention / stormwater);
- Survey;
- Traffic Control Plans;

- Utility Coordination;
- Geotechnical Analysis and Materials Testing;
- Construction Document Preparation;
- Permitting / Approvals Coordination to include City of Houston, TxDOT, Harris County Flood Control District, Houston METRO, and the Texas Department of Licensing and Regulations;
- Construction Management, Inspection, and Design Services;
- National Environmental Policy Act Updates;

The selected Consultant(s) will provide professional services to complete construction documents, provide construction phase design/construction management services, and provide grant administration and management services. It is anticipated that the duration of this contract will be a period of five (5) years to allow for incremental funding and/or implementation for construction phase and grant activities.

Qualified firms with experience in this type of work and available personnel are invited to submit a Statement of Qualifications for consideration. Uptown Houston desires to select one team composed of one or more firms who can complete all elements of the scope of work for design and grant administration services throughout the lifetime of the project. Uptown Houston will enter into one or more contracts with members of the Consultant Team to execute all elements of the scope of work.

Personnel must have experience with and knowledge of state, federal, and local regulations and building codes, and federally funded projects. Persons or firms practicing architectural and/or engineering services in the State of Texas must possess a proper registration in accordance with Texas laws.

POINT OF CONTACT

The RFQ Coordinator is the sole point of contact for this procurement from advertisement through award. All communication between the Respondent and Uptown Houston on release of this RFQ shall be with the RFQ Coordinator as follows:

Name	Clark Martinson, Public Space Director
E-mail Address	cmartinson@uptown-houston.com

Any other communication will be considered unofficial and non-binding on Uptown Houston. No authority is intended or implied that specifications may be amended, or alterations accepted prior to proposal opening without written approval of the RFQ Coordinator. Respondents are to rely on written statements issued by the RFQ Coordinator only.

To ensure the fair evaluation of a solicitation, Uptown Houston prohibits unsolicited communication initiated by the Respondent to an Uptown Houston representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and Uptown Houston will be initiated by the RFQ Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.

QUALIFICATIONS PACKAGE

The Request for Qualifications and the attached forms/documents (See Attachments) are considered part of the response package. Qualifications must be submitted on the forms provided with the RFQ in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the statement of qualification (SOQ) and forms will disqualify the submittal from being considered by Uptown Houston. Any individual signing on behalf of the submitter expressly affirms that he/she is duly authorized to tender the qualifications and to sign the Statement for Qualifications under the terms and conditions in this request. The Respondent further understands that the signing shall be of no consequence unless the contract is subsequently awarded and properly executed by Uptown Houston and their respective Board.

INSURANCE REQUIREMENTS

Insurance requirements are listed in Appendix B.

QUALIFICATIONS SUBMITTAL REQUIREMENTS

The Statement of Qualifications in electronic format will be due to Uptown Houston by 2:00 PM CST on January 4, 2024. Statements of Qualifications will not be accepted after this deadline.

The responses should include the following:

- 1) Cover Page (**Limited to one page**)
 - a. Should including the following: Primary Firm Name, Primary Firm Contact Information, and RFQ Name
- 2) Statement of Interest (**Limited to two pages**)
 - a. A letter of interest, signed by a principal of the professional firm with a statement as to the availability to complete the work and an overview of the firm or team proposed to complete the effort.
- 3) Project Understanding and Firm/Team Background. (**Limited to four pages**)
 - a. Project Understanding: Provide a demonstration of the understanding of the project needs through the design and project implementation process. Outline a general approach for implementation.

- b. Firm/Team Background: Outline the members of the team and their representative experience and qualifications, related to the project, as organizations. Include an organizational chart for project delivery.
 - c. A proposed schedule of activities for the delivery of the project as described in the Scope of Work.
- 4) Resources and Staff. **(Limit to five pages)**
- a. Overview of the ability of the firm or team to staff the project with qualified personnel and their relationship to the proposed project. Utilize reduced resumes to meet the page limit.
- 5) Examples of Experience **(Limit to five pages)**.
- a. Five (5) relevant projects completed in the last five (5) years, similar in scope to this project that best illustrates capabilities including demonstrated experience and timeliness of completing work. Provide reference contacts, including names and email addresses.
- 6) Compliance Forms (Appendix D). Please return the following forms
- a. Conflict of Interest Questionnaire. Please complete. If no conflict of interest, mark the form with "N/A" and return.
 - b. Bidder's Pre-Award Certifications (FTA and State requirement)
 - i. Suspension and Debarment Certification
 - ii. Bidder Certification (DBE Participation)
 - iii. DBE and SBE Subcontractor Certification
 - iv. House Bill 89 Verification. Please complete with notarization.
 - v. Delinquent State Business Tax Certification. Please complete and return.

EVALUATION CRITERIA FOR SUBMISSIONS

Statement of Qualification will be evaluated on the firm's ability to meet the requirements of this RFQ. The proposal will be evaluated utilizing the following criteria:

- 1) Pass / Fail Criteria
 - a. Compliance with the provision of the requested information as stipulated in the instruction for SOQs, including the required federal forms and suspension and debarment by federal and state agencies.

2) Scoring Criteria

- a. SOQs which comply with the above criteria will be evaluated based upon consideration of the criteria below.

Criteria	Points
Project Understanding and Firm/Team Background	35
Resources and Staff	40
Examples of Experience	15
References	10
Total	100

PROCUREMENT SCHEDULE

Issue RFQ	November 30, 2023
Deadline for Questions	December 14, 2023
Issue Questions & Answers Addendum	December 22, 2023
SOQ Submission Deadline	January 4, 2024
Award of Contract	January 2024
Issue Notice to Proceed	February 2024

FEDERAL PROVISIONS

This project is funded, in part, using funds from the Federal Transit Administration (FTA) and through Department of Housing and Urban Development (HUD). 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. The contract is compliant with 2 CFR Part 200, Uniform Guidance. The contract will also include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#).

Failure by the Respondent to return the completed, required certifications included herein (suspension/debarment, and if applicable, DBE subcontractor) will result in the submission being considered non-responsive.

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 Requirements: This contract is subject to the federal requirements in accordance with 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 12.91% race-neutrally. There is no separate contract goal for this procurement.

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is Appendix D. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295), which is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. Uptown Houston requires the selected Contractor to file Form 1295 electronically with the Texas Ethics Commission at the time of Contract Award.

HOUSE BILL 89 VERIFICATION

Passed by the Texas Legislature in 2017, House Bill 89 prohibits a governmental entity from entering into a contract for goods or services with a company unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. Tex. Gov't Code 2270.002.

SENATE BILL 252 CERTIFICATION

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, the governmental entity must certify that the selected Respondent is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2253.153. Uptown Houston will not enter into a contract with a selected Respondent identified by the Texas Comptroller as a company known to have contracts with or provide or services to the identified countries or foreign terrorist organizations.

DELINQUENT STATE BUSINESS TAX

All Respondents shall certify that the Respondent/Contractor 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, by completing the Delinquent State Business Tax certification.

EVALUATION / SELECTION PROCESS

The most qualified Respondent, as established via the scoring criteria, will be selected for this job. Uptown Houston will negotiate with the most qualified Respondent in order to reach a fair and reasonable price.

Uptown Houston may select or create a short list of viable candidate firms/teams. Once the short list has been determined, there may be an oral interview and/or presentation session scheduled for the highest ranked firms. The presentation should demonstrate the firm's experience in providing services for similar projects, experience in coordination of construction activities with other design firms, projects, and entities, along with any other items covered by the SOQ submitted. Based on the SOQ's and interviews, the Consultant Selection Committee will determine the most highly qualified firms on the basis of demonstrated competence, experience, and qualifications for each project. All short-listed firms will be notified of the top respondent selected based upon presentations and references.

Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with Uptown Houston to develop a detailed proposed scope of work and a schedule of fees for that work. The price proposal generated should substantially reflect the same composition and level of involvement as presented in the Statement of Qualifications.

If a mutually agreeable cost and/or price proposal cannot be negotiated, Uptown Houston will formally end the negotiation and proceed to select and negotiate with the next most highly qualified firm(s) on the basis of demonstrated competence, experience, and qualifications. Uptown Houston reserves the right to make no award from this solicitation if deemed in its best interest to do so, and may, at its election, re-advertise and reissue the original, or an amended RFQ.

CLARIFICATION OF THE RFQ

Questions concerning this Request for Qualifications shall be directed to the RFQ Coordinator as listed within. Questions must be received by 5:00 PM CDT, December 14, 2023.

CONTACT WITH UPTOWN HOUSTON 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 Uptown Houston 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 Uptown Houston solicitations or contracts. All contact on this solicitation should be addressed to the authorized representative listed above.

SUBMISSION INFORMATION

If you are interested in your firm being considered for this project, please submit a PDF of your SOQ at the location listed herein. Information on the RFQ will be posted to the Uptown Houston website.

All existing project information, any changes to the RFQ, and any changes to the submission time and date will be published on the Uptown Houston website. Submitting

Firms accept sole responsibility for downloading all of the required documents required for the RFQ. Late SOQs will be rejected.

CONFIDENTIAL INFORMATION

Respondents are advised that any information submitted to Uptown Houston, 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.

CONTRACT TYPE AND PAYMENT

The contract for will be a firm-fixed price contract based on the negotiated fee with the Most Qualified proposer. Fees will be negotiated based upon labor, overhead, and profit for the professional services listed in the Scope of Work. Uptown Houston will allow for progress payments based on the scope of work. The monthly invoice will be paid after the Uptown Houston monthly board meeting.

TERMS

Contract negotiations will be a subsequent process outside of the RFQ process. The successful Respondent should anticipate executing a standard Professional Services Contract. The contract will be in compliance with 2 CFR 200 and include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#). A copy is available from Uptown Houston, 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 Uptown Houston before execution. All contracts subject to this RFQ process are to be approved by Uptown Houston's legal counsel and action taken by the Board in order to be a valid and binding agreement.

LEGAL REQUIREMENTS

All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations will govern the development, submittal and evaluation of all SOQs received in response to these specifications and shall govern any and all claims between person(s) submitting a SOQ and Uptown Houston, by and through its officers, employees, and authorized representatives. A lack of knowledge by the Respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability.

APPROPRIATIONS CLAUSE

By submitting a SOQ, the Respondent certifies that they understand that Uptown Houston, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. Uptown Houston shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice

to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

INDEMNIFICATION

Contractor shall indemnify and hold harmless Uptown Houston against any and all claims, demands, suits, associated attorney’s fees, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Contractor, its subcontractors, agents, servants, or employees while engaged upon or in connection with the services required or performed by Contractor hereunder. Contractor shall indemnify and hold harmless Uptown Houston, its officers, agents, and employees from any loss, damage, liability, suits, judgments, or expense because of damage to property or injuries to persons (including death) and including costs of defense (including, but not limited to, attorneys' fees) to the extent arising from any negligent act, omission, or breach on the part of Contractor, its subcontractors, agents, employees, and subconsultants, in connection with this Contract, or from any breach of any obligations under this Contract.

PROTEST PROCEDURES

Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with the Project Manager of Uptown Houston, herein after, Manager, and appeal any adverse decision to the CEO. Such protest must be in writing and submitted to the Manager as follows:

Pre-Proposal Protests: Protests pertaining to the terms, conditions or proposed form of procurement must be received by the Manager 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 Manager 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:

Uptown Houston
1980 Post Oak Boulevard, Suite 1700
Houston, TX 77056

Post-Award Protests: Protests concerning award decisions, including bid evaluations, must be received by the Manager 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 Manager 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 Uptown Houston 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 number and 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; and
- Argument and authorities in support of the protest.

The Manager shall have the authority, prior to any appeal to the Director, to settle any dispute and resolve the protest. The Manager may solicit written responses regarding the protest from other interested parties. If the protest is not resolved by mutual agreement, the Manager will issue a written determination on the protest.

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

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

If the Manager determines that a violation of the rules or statutes has occurred and an Agreement has been awarded, he shall so inform the protesting party, and at his 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 Manager will issue a written determination on the protest.

Appeals: The Manager's determination on protest may be appealed to the CEO. An appeal to the CEO must be received no later than ten (10) business days after the date of the written determination issued by the Manager and be addressed as stated above of

this procedure except, Attn: CEO, and sent via certified mail. The appeal shall be limited to a review of the determination made by the Manager.

The CEO and Attorney / Legal Counsel for Uptown Houston will review the protest, the Manager's determination, any responses from interested parties, and the appeal, and prepare a written response to the protesting party.

The Director's response shall be the final administrative action taken by Uptown Houston.

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

Appendix A – Project Map



Appendix B – General Insurance Requirements

The Contractor is required to provide and maintain (and to cause each of its subcontractors to maintain) in full force and effect during the term of the contract at least the following insurance and available limits of liability. If any of the following insurance is written as “claims made” coverage the Contractor’s insurance shall include a two-year extended discovery period after the last date that Contractor provides any work under the contract.

INSURANCE TO BE PROVIDED BY CONTRACTOR

RISKS AND LIMITS OF LIABILITY. The required insurance shall insure against the following risks in at least the following amounts:

COVERAGE	LIMIT OF LIABILITY
Worker’s Compensation	Statutory
Employer’s Liability	Bodily Injury by Accident \$100,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability	**Bodily Injury and Property Damage, Combined Including Broad Form Coverage, Limits of \$500,000 each Occurrence and Contractual Liability, Bodily and \$1,000,000 Aggregate Personal Injury and Completed Operations (for a period of one year after completion of work)
Professional Liability Coverage	\$500,000 per occurrence (for professional services, \$1,000,000 aggregate contracts only)

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

** If the amount of the contract exceeds \$1,000,000, Commercial General Liability coverage shall be twice the minimum limit set forth above.

Form of Policies. The insurance may be in one or more policies of insurance, the form of which is subject to reasonable approval by the Authority.

Issuers of Policies. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or shall have 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. Each insurer must be responsible and reputable and must have financial capability consistent with the risks covered. Each insurer shall be subject to approval by the Authority, or its designated representative, in its sole discretion as to conformance with these requirements.

Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the Authority, Harris County Improvement District #1 (the "Uptown Houston") and the City of Houston (the "City") and their officers, agents, and employees as additional insured parties on the original policy and all renewals or replacements.

Deductibles. Contractor shall be responsible for and bear (or contract with each applicable subcontractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each subcontractor to waive) any claim it may ever have for the same against the Authority, the Uptown Houston, or the City, and their officers, agents, or employees.

Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Authority, Uptown Houston, and City 30 days' advance written notice. Contractor shall give written notice to the Authority, Uptown Houston, and City within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the required amounts. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to the agreement between the Authority and the Contractor.

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

Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insureds with respect to claims arising hereunder.

Liability for Premium. The Contractor shall be solely responsible for payment of all insurance premium requirements hereunder and the Authority shall not be obligated to pay any premiums.

Appendix C – 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, APPENDIX “D.”** 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 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 Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The 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. 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.
- b. 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.)]
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agency's Contractors shall certify and disclose accordingly.

11. ACCESS TO RECORDS AND REPORTS

1. The following access to records requirements applies to this contract:
 - a. Uptown Houston is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide Uptown Houston, 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 Uptown Houston, 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 Uptown Houston 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 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 Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The 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

- a. If the Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part

247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

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. Uptown Houston 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 Uptown Houston, 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

a. By Uptown Houston for Convenience:

- i. Uptown Houston may terminate this Agreement/Purchase Order at any time upon 30-calendar days' notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement/Purchase Order and shall proceed to cancel promptly all existing orders and Agreement/Purchase Orders insofar as such orders and Agreement/Purchase Orders are chargeable to this Agreement/Purchase Order. As soon as practicable after the receipt of notice of termination, the Contractor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Agreement/Purchase Order to date of termination. Uptown Houston agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed, or items delivered under this Agreement/Purchase Order and not previously paid.

b. By Uptown Houston for Default by the Contractor:

- i. In the event that the materials and/or services furnished by the Contractor do not conform to the standard set forth herein, or if the deliveries and servicing of this Agreement/Purchase Order do not conform to the requirements detailed herein, the Uptown Houston through a written notice to the Contractor describing such default may as its options:
 1. Terminate the Agreement/Purchase Order for default and Uptown Houston shall have no further obligation under the Agreement/Purchase Order.
 2. Allow the Contractor to cure default within a reasonable time as specified in the notice. Uptown Houston, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the Contractor cures such default to Uptown Houston's satisfaction, then the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, then Uptown Houston may terminate its performance under this Agreement/Purchase Order as of such date and have no further obligation under the Agreement/Purchase Order.
- ii. In the event of failure to deliver any or all of the items or to perform required services, Uptown Houston may cover its loss by reasonably

procuring from another source the items not delivered or the services not performed. The Contractor shall be responsible for and shall pay to Uptown Houston immediately upon demand the difference in price between that offered by the Contractor and that which Uptown Houston was forced to pay for covering the Contractor's failure to deliver or perform services.

c. By the Contractor for Default by Uptown Houston:

- i. Default by Uptown Houston shall occur if Uptown Houston fails to perform or observe the terms and conditions of this Agreement/Purchase Order required to be performed or observed by Uptown Houston, and the Contractor gives notice in writing to Uptown Houston within 30 calendar days of the act or omission claimed by the Contractor to constitute default on the part of Uptown Houston.
- ii. Upon receipt of such notice in writing from the Contractor, however, Uptown Houston shall have 30 calendar days to cure such default. The Contractor, at its sole option, may extend the proposed date of termination to a later date.
- iii. If Uptown Houston cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If Uptown Houston fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Agreement/Purchase Order as of such.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for the 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 APPENDIX "D"**) is a material representation of fact relied upon by Uptown Houston. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to Uptown Houston, 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

2. 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, Uptown Houston will have all remedies in law and equity, including the right to specific performance, without further assistance, and the right 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 Uptown Houston takes action contemplated herein, Uptown Houston will provide the Respondent/Contractor with sixty (30) days written notice that the Uptown Houston 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. Uptown Houston 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 Uptown Houston. 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 Uptown Houston. In connection with any such appeal, the Respondent/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Uptown Houston shall be binding upon Respondent/Contractor and Respondent/Contractor shall abide by the decision.
- c. **Performance During Dispute.** Unless otherwise directed by Uptown Houston, 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 Uptown Houston 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 Uptown Houston 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 12.91% 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 Uptown Houston 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 APPENDIX "D"**). 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 APPENDIX “D”**).
- 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 Uptown Houston. 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 Uptown Houston, and following written approval of Uptown Houston. **HOWEVER, CONTRACTOR SHALL INDEMNIFY UPTOWN HOUSTON FOR ANY CLAIMS MADE AGAINST UPTOWN HOUSTON 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 Uptown Houston, 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 Uptown Houston.
- f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**to be included in the Contract**).
- g. Uptown Houston encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institutions owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks.

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 Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. The following clauses apply to this Contract.

- i. Access to Records and Reports
 - ii. Clean Air Act and Federal Water Pollution Control Act
 - iii. Civil Rights Laws and Regulations
 - iv. Disadvantaged Business Enterprise (DBE)
 - v. Fly America
 - vi. Government-Wide Debarment and Suspension
 - vii. Lobbying Restrictions
 - viii. No Government Obligation to Third Parties
 - ix. Program Fraud and False or Fraudulent Statements and Related Acts
 - x. Termination
 - xi. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
 - c. The 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.

34. SEAT BELT USE

- a. The Respondent/Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, companyA-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Uptown Houston.

35. DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

- a. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or

rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE OR EQUIPMENT

- a. Contractors are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - iv. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

37. TRAFFICKING IN PERSONS

- a. Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the

contract or subcontracts thereunder. The Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

38. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

- a. The contractor hereby certifies the following:
 - i. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
 - ii. Agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Appendix “D” – 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. Suspension and Debarment Certification _____
- B. Respondent/Contractor Certification _____
- C. DBE Subcontractor Certification _____
- D. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment _____
- E. Conflict of Interest Questionnaire _____
- F. House Bill 89 Verification _____
- G. Delinquent State Business Tax Certification _____

I hereby attest that Appendix C, *FEDERALLY REQUIRED CONTRACT CLAUSES*, was read and my initials above indicate that EACH item was properly prepared and executed.

DATE: _____
SIGNATURE: _____
RESPONDENT/
CONTRACTOR: _____
NAME/TITLE: _____

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 any of the statements in this certification, such prospective primary participant shall attach an explanation to this SOQ.

DATE: _____

SIGNATURE: _____

RESPONDENT/
CONTRACTOR: _____

NAME/TITLE: _____

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 Uptown Houston's determination whether to enter into this transaction. However, the failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when Uptown Houston 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, Uptown Houston may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to Uptown Houston 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 Uptown Houston 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 Uptown Houston 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 Uptown Houston 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, Uptown Houston 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, and 7) % 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) DBE % or \$ amount of Total Contract

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 Uptown Houston. 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: _____

NAME/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

Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractor represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to Uptown Houston that would cause the Agency to be in violation of the prohibition contained in the Act.

DATE: _____

SIGNATURE: _____

RESPONDENT/CONTRACTOR: _____

NAME/TITLE: _____

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	
1 Name of vendor who has a business relationship with local governmental entity. 		
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.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div>		
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 style="margin-left: 40px;"> 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? <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px;"> 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? <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
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. 		
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).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Date </div> </div>		

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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 _____, 2023.

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: _____

RESPONDENT/
CONTRACTOR: _____

NAME/TITLE: _____