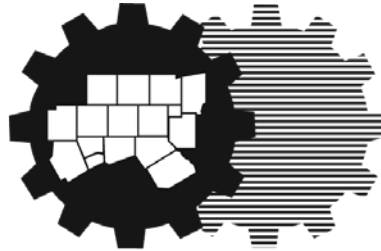


REQUEST FOR STATEMENT OF QUALIFICATIONS

**DALLAS-FORT WORTH AREA WATERSHEDS
PHASE 1 DISCOVERY EFFORTS – EAST FORK TRINITY WATERSHED**

**PHASE 2 FLOOD RISK IDENTIFICATION PROJECTS –SILVER CREEK AND WEST
BUFFALO CREEK/MCANEAR CREEK**



**North Central Texas
Council of Governments**

RFSQ # NCT-2017-06

Issued: July 10, 2017

Submission Deadline: August 9, 2017

NOTICE TO FIRMS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' WEBSITE AT <http://www.nctcog.org/aa/RFP.asp>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE SUPPLIER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFSQ RESPONSE TIME.

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Questions regarding this RFSQ should be directed to:

Craig Johnson
North Central Texas Council of Governments
Agency Administration Department
616 Six Flags Drive, Centerpoint Two
Arlington, TX 76011
cjohnson@nctcog.org
[817-695-9186](tel:817-695-9186)

SECTION 1: OVERVIEW

- 1.01 NCTCOG Overview. The North Central Texas Council of Governments (hereafter NCTCOG) is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-county metropolitan region centered around the two urban centers of Dallas and Fort Worth. Currently the Council has 236 members, including 16 counties, 168 cities, 24 independent school districts, and 28 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 7 million, which is larger than 38 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly which annually elects a 17-member Executive Board. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

- 1.02 Purpose of RFSQ. The NCTCOG has been a leader in stormwater and floodplain management in the region for several decades. The Agency has convened and facilitated many successful cooperative, multijurisdictional watershed programs and cultivated productive partnerships with related state and federal agencies. Our work focuses on finding better tools and resources to assist our local governments in addressing water resource management and related issues, including floodplain management.

In 2009 on behalf of the Texas Water Development Board, the NCTCOG developed a Mapping Needs Assessment for the Upper Trinity River Basin that collected information and prioritized floodplain management needs. The product developed from this work in North Central Texas has been used as a model for the rest of the State of Texas.

Building on the success of our previous work and the current partnership between our agencies, since 2012, the Federal Emergency Management Agency (FEMA) has authorized the NCTCOG to perform Phase 1 Discovery Efforts to identify areas at risk for flooding, which aid the prioritization of future mitigation efforts in selected Upper Trinity watersheds including the Elm Fork and Lower West Fork, as well as the Cedar and Denton watersheds. FEMA has also authorized the NCTCOG to continue with Phase 2 of the process, Risk Identification and Assessment, utilizing identified and prioritized areas at risk for flooding and quantifying the risk to the areas through data collection and mapping. This process has served to help communities along Lynchburg Creek sub-watershed (Elm Fork) and also Village Creek, Bear Creek, and West Irving Creek sub-watersheds (Lower West Fork). This effort has advanced the work started with the Map Needs Assessment of 2009 by focusing on the more refined watershed geographies and more detailed information.

For the current request, NCTCOG is seeking professional assistance in carrying out the Discovery process and reporting activities associated with its role as a FEMA Cooperating Technical Partner (CTP). This Dallas-Fort Worth Area Watershed Discovery Effort requires assistance to coordinate CTP activities and manage Discovery efforts within the East Fork Trinity Hydrologic Unit Code (HUC)-8 watershed. Professional assistance will also be required

in carrying out Phase 2 of the Risk Mapping, Assessment and Planning (Risk MAP) project in the Silver Creek-Lake Worth sub-watershed (Lower West Fork) and also the West Buffalo Creek Tributary 1 and McAnear sub-watersheds (Middle Brazos Lake Whitney). These projects require assistance to engineer and develop Risk MAP products, and to coordinate CTP activities such as flood risk reviews and resilience meetings. Engineering services will be required to perform all or a part of the services described in this RFSQ. NCTCOG anticipates exploring any viable alternative for providing these services and may decide, after reviewing qualifications submitted, not to enter into any agreement.

1.03 Contract Intent. NCTCOG intends to contract with a qualified Responder, based upon the qualifications of the Responder and the categories of services it is able to provide. The selected Responder will enter into a three (3) year Master Contract for services with NCTCOG. At the end of the initial three (3) year contract, and at the discretion of NCTCOG, the Master Contract may be extended on an annual basis for up to three (3) one-year terms. The total term of the Master Contract shall not exceed six (6) years. Any extension beyond the initial three (3) year period will be subject to NCTCOG approval.

Deliverables will be defined by NCTCOG on an annual basis, determined by funding awarded by FEMA for that year's efforts. Each annual effort described and agreed to within a Task Order, is scheduled to culminate in completion of deliverables, and a project report and submittal to FEMA under a timeframe specified within NCTCOG's contract with FEMA for that year. Funding available for each annual work effort described in the Task Order shall not exceed available funding defined within NCTCOG's contract with FEMA. No other source of funding is available for these efforts. Each year, a pricing proposal for the Task Order will be requested from the selected Responder in order to negotiate a fair and reasonable price for the services defined for that year. In addition, multi-year planning and coordination for the development of Mapping Activity Statements and grant documentation may be requested. If a fair and reasonable price cannot be negotiated, NCTCOG will decline to extend the Master Contract.

SECTION 2: GENERAL INFORMATION

- 2.01 Administrative Guidance. The information provided herein is intended to assist Proposer(s) in the preparation of proposals necessary to properly respond to this RFSQ. The RFSQ is designed to provide interested Proposer(s) with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposer(s) are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFSQ.
- 2.02 Funding. Once the most qualified contractor is selected, a pricing proposal will be requested from that firm in order to negotiate a fair and reasonable price. Once a fair and reasonable price is negotiated, the recommended firm and proposed contract amount will be presented to the NCTCOG Executive Board for their review and approval.

If a fair and reasonable price cannot be negotiated, the NCTCOG will enter into negotiations with the next firm.

This annual FEMA FY 2016 project is scheduled to culminate in a project report and submittal to FEMA no later than March 31, 2018. Funding available for year 1 of the service is not anticipated to exceed \$549,000. No other source of funding is available at this time.

- 2.03 Qualifications Response Outline. a) Qualifications must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All qualifications must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal must be limited to two pages, and must contain:

- I. Proposer's name and any assumed names
- II. Physical and mailing address
- III. A brief statement of the Proposer's understanding of the work to be done and a summary of its Proposal
- IV. The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Proposer
- V. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
- VI. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by NCTCOG to the Awarded Contractor(s)
- VII. Signature of person(s) authorized to legally bind the Proposer

Tab B EXECUTIVE SUMMARY. An executive summary will briefly describe the firm's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

Tab C KEY PERSONNEL. Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Designate contact person(s) for the following:

procurement process, negotiating potential contracts, and conducting presentations/interviews.

Tab D DETAILED BUSINESS PLAN. This section should constitute the major portion of the proposal and must contain a specific response to each deliverable listed below. **Indicate specific examples of how your firm can meet each deliverable.** Failure to provide written response to items indicated in this RFSQ will be interpreted by the NCTCOG as an *inability* by the firm to provide the requested product, service or function.

Additional details that will inform the response can be found in excerpts included from the Mapping Activity Statement (Attachment X).

Deliverables:

Activities associated with the Flood Risk Identification Projects will include:

- **Develop Topographic Data**

The consultant will gather topographic data which is either new or existing for use throughout the project. The data will be documented properly and the FEMA Geospatial Data Coordination Policy and Implementation Guide will be followed. An intermediate Technical Study Data Notebook (TSDN) will be compiled and will include information such as a results summary, accuracy checks, scope of work summary, and issues discovered. The consultant will determine if updates to the National Digital Elevation Program (NDEP) are necessary and will report on the updates.

- **Develop Hydrologic Data**

The consultant shall perform hydrologic analyses for the flooding sources identified in the Silver Creek-Lake Worth and West Buffalo Creek Tributary 1 and McAnear Creek watersheds. Peak discharges will be calculated using HEC-HMS for approximately 10 square miles. The calculated discharges will then be compared to reliable gage data if available. Throughout the process, the consultant will coordinate with local community technical staff to validate the findings.

- **Perform Field Survey**

Following the development of topographic and hydrologic data, the consultant will conduct a field reconnaissance of the Silver Creek-Lake Worth and West Buffalo Creek Tributary 1 and McAnear Creek watershed study areas and determine parameters needed for the hydraulic analyses. Field surveys will be conducted by the consultant to obtain channel cross sections, establish bench marks, and obtain dimensions of control structures. Survey data and metadata will be produced by the consultant and given to FEMA, along with documentation of the process of the data acquisition.

- **Develop Hydraulic Data**

The consultant will perform detailed hydraulic analyses for approximately 16 stream miles in the Silver Creek-Lake Worth and West Buffalo Creek Tributary 1 and McAnear Creek watersheds. The model created by the consultant will use the data computed and collected during the prior three steps in order to perform the analyses and establish flood elevations and regulatory floodways. A Quality Assurance/Quality Control (QA/QC) review will be completed by the consultant using FEMA's CHECK-RAS verification

program. The results of this QA/QC will be summarized and any problems identified will be explained.

- **Perform Floodplain Mapping**

After the analysis of the data collected and created as detailed above, the consultant will delineate the floodplain boundaries, the floodway boundaries, and other applicable elements. The findings will be compiled into a Combined Survey, Hydrology, Hydraulics, and Floodplain Mapping TSDN. Other reporting including Watershed Project Team coordination, Mitigation Action Tracker data, and Regional Status of Studies worksheet, along with many others, will be submitted as required by FEMA.

- **Project Management Support**

The NCTCOG will use FEMA's Mapping Information Platform (MIP) to submit monthly progress reports and update earned value information. The consultant will provide updates for inclusion in monthly progress reports and offer MIP support if needed.

- **Flood Risk Review/Resilience Meeting**

The consultant and the NCTCOG will conduct a meeting designed to give local stakeholders a chance to review the analyses that have been completed, along with the results produced by the consultant. The objectives of the meeting include promoting local ownership of the risk to the community members and identifying questions, concerns, or communication needs of the community related to this project. The consultant will make any materials used at the meeting available for FEMA's review.

- **Develop Non-Regulatory Products**

Along with developing regulatory information throughout this phase of the Risk MAP process, the consultant will also need to develop non-regulatory products such as Flood Risk Products. The consultant will provide a Flood Risk Report, Flood Risk Map, and Flood Risk Database, which will include the results of the engineering analyses. The Flood Risk Report will provide a reliable and useful tool which community members can use to make informed decisions about their personal risks. The Flood Risk Database will include the most data, and will include information such as detailed stream study data. The database will be compliant with the Flood Risk Database Technical Reference.

Activities associated with the Discovery Efforts will include:

- **Watershed Stakeholder Research and Coordination**

The consultant shall assist the NCTCOG in planning the Discovery effort, identifying roles and responsibilities, and planning the level of stakeholder engagement. In addition to collecting data from national and State datasets and mitigation plans, information about communities will be collected with the assistance of the consultant through information exchanges before the Discovery Meetings.

- **Data Analysis**

The NCTCOG shall continue to coordinate with stakeholders and collect data for the Discovery Map and Report. The NCTCOG will provide input for Discovery report completion and will review the Discovery Report for the watershed. The consultant will

collect and compile all the GIS data collected by the NCTCOG, produce the Discovery Maps and lead development of the Discovery Reports.

- **Discovery Meetings**

The NCTCOG shall lead Discovery Meetings, as described in Appendix I of FEMA’s G&S and in the Operating Guidance document, OG 4-11: Risk MAP Meetings Guidance. Both the NCTCOG and the consultant will attend the Discovery Meetings. The NCTCOG and consultant will identify expectations for attendees at the Discovery Meetings and will coordinate with FEMA and TNRS during the preparation for the Meetings.

- **Post-Meeting Coordination**

After the Discovery Meetings, the consultant shall assist the NCTCOG in providing meeting notes, outreach materials, and updated contacts to the attendees and stakeholders. The consultant will update the Discovery Maps and Reports to reflect the meeting discussions and include recommendations for a Flood Risk Project. The final Discovery Maps, Reports, and appropriate data are to be provided to stakeholders.

- **Coordinated Needs Management Strategy (CNMS) updates**

After the Discovery Meetings, the CNMS Regional File Geodatabase will be updated by the consultant to reflect information gathered during Discovery, including stream reaches identified for study/restudy and any areas with remaining needs and/or requests as appropriate. After review by NCTCOG, the CNMS updates shall be transmitted to FEMA.

- **Project Management Support**

The NCTCOG will use FEMA’s Mapping Information Platform (MIP) to submit monthly progress reports and update earned value information. The consultant will provide updates for inclusion in monthly progress reports and offer MIP support if needed.

- **Project Documentation**

The consultant will work with the NCTCOG in preparing and compiling the findings of the Discovery efforts in the Discovery Reports. The Discovery Reports should include all required documentation associated with the effort undertaken through the Post Meeting Coordination with watershed communities and Project Recommendations for future phase investments.

Tab E REFERENCES. Include at least three references for customers who have used services similar to those requested by the NCTCOG. Please include the organization’s name, address, phone number and a contact person for each reference. The NCTCOG reserves the right to contact or visit any of the Proposer’s current and/or past customers to evaluate the level of performance and customer satisfaction. Please also include a list of past and present clients.

Tab F AFFIRMATIVE ACTION PLAN. Include a copy of your affirmative action plan for review (if applicable).

Tab G MISCELLANEOUS. Miscellaneous additional information and attachments, if any, may be submitted by the firm.

- 2.04 Issuing office and RFSQ Reference Number. The Agency Administration Department of the NCTCOG is the issuing office for this RFSQ and all subsequent addenda relating to it. The reference number for the RFSQ is NCT-2017-06. This number must be referenced on all qualifications, correspondence, and documentation relating to the RFSQ.
- 2.05 RFSQ Submission. Please submit 5 physical copies and 1 electronic copy (on disk or USB flash drive) of your response no later than 3:00 p.m. CDT, **Wednesday, August 9, 2017** to:

North Central Texas Council of Governments
Agency Administration Department
Attn: Craigan Johnson RFSQ: NCT-2017-06
616 Six Flags Drive, CP II
Arlington, TX 76011

Faxed, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the Proposer(s) to ensure that the proposal is received in NCTCOG's office by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier deliveries, email delays or any other form of delivery.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFSQ, unless the Proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this RFSQ will become property of the NCTCOG.

Proposals will be publicly opened at **03:00 P.M CDT on August 9, 2017 in the Pecan Conference Room** of the NCTCOG offices. Only the names of the Proposer(s) will be read aloud. No other information will be disclosed at this time.

- 2.06 Inquiries. Questions arising subsequent to the issuance of this RFSQ, that could have a significant impact on the responses to the RFSQ, should be submitted to cjohnson@nctcog.org prior to July 21, 2017. Please reference RFSQ# NCT-2017-06 when submitting questions and use the following format:

Sender Name/Title:			
Sender Company:			
Sender Phone:			
Sender Email:			
Sender Questions			
Question	RFSQ Section	Paragraph #	Line #

Questions and answers will be consolidated and provided at the NCTCOG website at <http://www.nctcog.org/aa/RFSQ.asp> for all Proposers to read.

- 2.07 Pre-Proposal Conference. NCTCOG will hold a Pre-Proposal Conference at NCTCOG Offices, 616 Six Flags Drive, Arlington, TX 76011, **Fred Keithley Conference Room**, on Tuesday, July 18, 2017, at 1:30 PM. The purpose of this conference is to discuss the RFSQ and the services required with Proposers and to allow them to ask questions arising from their initial review of this RFSQ.
- 2.08 Solicitation Schedule The schedule for the RFSQ process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the addenda process. It is each Proposer’s responsibility to check the website question and answer area for this RFSQ for current information regarding this RFSQ and its Calendar of Events through award of the Contract. <<http://www.nctcog.org/aa/RFP.asp>>

The anticipated schedule is as follows:

RFSQ Issued	July 10, 2017
Pre-Proposal Conference	July 18, 2017
RFSQ Inquiry Period Ends	July 21, 2017
Question/Answer Document Posted	July 28, 2017
SOQ Due Date	August 9, 2017
Anticipated Award	September 2017

- 2.09 Time for Evaluation. All submissions shall remain valid for a minimum of 120 calendar days after the RFSQ Submission Due Date to allow adequate time for evaluation.
- 2.10 Evaluation of Qualifications. The NCTCOG may award a contract based on initial submissions received without discussion of such submissions with firms.
- 2.11 Interviews. The NCTCOG reserves the right to require an interview, including a presentation by the firm, to supplement their written submission. These presentations will be scheduled, if required, by Agency Administration Department after submissions are received and prior to the award of the Contract.
- 2.12 Award of the Contract. Upon completion of the evaluation process, the NCTCOG may award the Contract(s) to the Proposer whose submission is determined to be the most advantageous to the NCTCOG. The North Central Texas Council of Governments is the only agency authorized to award a Contract(s) for the proposed purchases.
- 2.13 News Releases. News releases pertaining to the RFSQ, submissions, or the Contract will be made only by the NCTCOG.

SECTION 3: EVALUATION

3.01 Qualifications Evaluation Criteria. The criteria to be used to evaluate submissions are as follows:

- A. Responses to the information presented in Tab B, Executive Summary; (10%)
- B. Ability to engage targeted communities, collect data, summarize results, and assist in the production of report; (20%)
- C. Ability to utilize FEMA's Coordinated Mapping Needs System (CMNS) and RiskMap SharePoint protocols; (20%)
- D. Ability to comply with FEMA programmatic guidelines and procedures; (20%)
- E. Experience and Qualifications of Key Personnel and Firm; (20%)
- F. Overall quality of the RFP response; (5%)
- G. HUB Vendor. (5%)

3.02 Evaluation Process. All submissions in response to this RFSQ will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

In the initial phase of the evaluation process, the evaluation committee will review all submissions. First, nonresponsive submissions (those not conforming to RFSQ requirements) will be eliminated. Second, the remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. The NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFSQ.

At the conclusion of this initial evaluation phase, finalist Proposer submissions will be selected for detailed review and evaluation, including oral presentations if necessary. The NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

SECTION 4: GENERAL TERMS AND CONDITIONS

- 4.01 NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 4.02 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 4.03 A response to this Request for Statement of Qualifications (RFSQ) does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 4.04 Unless the Proposer specifies in the proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFSQ and may increase or decrease the quantity specified.
- 4.05 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 4.06 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Proposer(s) selected and such contracts negotiated as a result of this RFSQ may be re-negotiated and/or amended in order to successfully meet the agency needs.
- 4.07 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all Proposers recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFSQ.
- 4.08 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the Proposer's relevant performance and/or qualifications; and to request additional information from any and all Proposers.
- 4.09 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the Proposer's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 4.10 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 4.11 Proposer shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- 4.12 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- 4.13 Proposer shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a Proposer's statement to be rejected. This does not preclude joint ventures or subcontracts.
- 4.14 All proposals submitted must be an original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Proposer is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.

- 4.15 The only purpose of this RFSQ is to ensure uniform information in the selection of proposals and procurement of services. This RFSQ is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 4.16 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful Proposer as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the Proposer's failure to contract may be recovered from the Proposer.
- 4.17 A contract with the selected Proposer may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 4.18 NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Proposer agrees, to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 4.19 At all times during the term of a contract resulting from this procurement, the Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The Contractor may cause the insurance to be effected in whole or in part by the sub-contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
 2. Commercial General Liability:
 - a. Minimum Required Limits:
 - \$1,000,000 per occurrence;
 - \$1,000,000 General Aggregate
 - b. Commercial General Liability policy shall include:
 - (i) Coverage A: Bodily injury and property damage;
 - (ii) Coverage B: Personal and Advertising Injury liability;
 - (iii) Coverage C: Medical Payments
 - (iv) Products: Completed Operations
 - (v) Fire Legal Liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
 - d. Attachment of Endorsement CG 20 10 - additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$500,000 combined single limit.
 4. Professional Liability:
 - a. Minimum Required Limits:
 1. \$1,000,000 Each Claim
 2. \$1,000,000 Policy Aggregate

- 4.20 Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's gross negligence or willful misconduct.
- 4.21 It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 4.22 The Texas Legislature has adopted House Bill 1295. In short, 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) to our agency at the time of a signed contract. The disclosure of interested parties needs to be completed electronically and submitted through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, an email confirmation of submittal must be sent to NCTCOG. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.
- 4.23 **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.
- 4.24 **Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 4.25 **Contract Work Hours and Selection Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

- 4.26 **Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
- 4.27 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 4.28 **Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.

SECTION 5: ATTACHMENTS

Attachment I – Instructions for Proposal Compliance and Submittal

Attachment II – Certifications of Offeror

Attachment III – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment IV – Certification Regarding Lobbying

Attachment V – Drug-Free Workplace Certification

Attachment VI – Certification Regarding Disclosure of Conflict of Interest

Attachment VII – Certification of Fair Business Practices

Attachment VIII – Certification of Good Standing- Texas Corporate Franchise Certification

Attachment IX – Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantaged
Business Enterprises

Attachment X – Three Mapping Activity Statements (MAS)

**ATTACHMENT I:
INSTRUCTIONS FOR PROPOSAL COMPLIANCE AND SUBMITTAL**

Compliance with the RFSQ

Submissions must be in strict compliance with this Request for Statement of Qualifications. Failure to comply with all provisions of the RFSQ may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposal. The insurance requirements are outlined in Section 4- General Terms and Conditions.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Statement of Qualifications and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Statement of Qualifications and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____(title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date:_____

**ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract 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;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT IV:
CERTIFICATION REGARDING LOBBYING**

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

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative Contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

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

“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated statement is true and correct and that the undersigned understands that making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation): Sole Proprietor
 Partnership
 Other

I.R.S. Tax Number: _____

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFSQ process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this RFSQ.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

ATTACHMENT X: MAPPING ACTIVITY STATEMENTS

Mapping Activity Statement No. 13

The Flood Risk Project within this MAS includes the following project areas and production phases:

- East Fork Trinity HUC-8 Watershed– Large Scale Automated Engineering and Phase One (Discovery)

Mapping Activity Statement No. 12

The Flood Risk Project within this MAS includes the following project areas and production phases:

- Middle Brazos – Lake Whitney HUC-8 Watershed– Phase Two (Risk Identification & Assessment)
 - West Buffalo Creek Trib 1 in the City of Cleburne
 - McAnear Creek in the City of Cleburne

Mapping Activity Statement No. 10

The Flood Risk Project within this MAS includes the following project areas and production phases:

- Lower West Fork Trinity HUC-8 Watershed– Phase Two (Risk Identification & Assessment)
 - Silver Creek Tributaries in Tarrant County – 6.2 mi