



CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
REQUEST FOR PROPOSALS (RFP)
SOLICITATION NO.: H93-JOC-2023-016
JOB ORDER CONTRACT – OPERATIONS/MAINTENANCE AND
CAPITAL PROJECTS FOR HOUSTON AIRPORT SYSTEM (HAS)

Date Issued: December 30, 2022

Pre-Proposal Conference: January 12, 2023, at 1:00 P.M., CST

In-Person HAS Infrastructure Division Office (IDO) Building
Auditorium No. 2
111 Standifer Street, Humble, Texas, 77338

Questions Deadline: January 18, 2023, at 12:00 P.M., CST

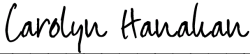
Proposal Due Date: February 9, 2023, at 2:00 P.M., CST

Solicitation Contact Person: Amanda Joseph
Sr. Procurement Specialist
Supply Chain Management, Houston Airport System
(281) 230-8088
Amanda.Joseph@houston.tx.gov

Project Summary: HAS is seeking proposals ("Proposals") from Firms who specialize in Job Order Contracting for operations/maintenance and capital projects. This RFP process will result in a 2-year contract.

NIGP Code: 909-10

MWBE Goal: 25%

DocuSigned by:

E52ED3397B1D4B9...
Jedediah Greenfield
Chief Procurement Officer
City of Houston

<p style="text-align: center;">TABLE OF CONTENTS SOLICITATION NO.: H93-JOC-2023-016</p>

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PART I: SOLICITATION

1.0 GENERAL INFORMATION

The City of Houston (City), Houston Airport System (HAS), is seeking up to four (4) Job Order Contract (JOC) contractors for Operations & Maintenance (O&M) and Capital tasks to provide repairs, maintenance tasks, renovations, rehabilitations, alterations, and small construction projects services in a cost effective and time efficient manner.

2.0 PRE-PROPOSAL CONFERENCE

- 2.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of this RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) have reviewed the RFP in detail and are prepared to raise any substantive questions not already addressed by HAS.
- 2.2 The purpose of this conference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at the conference will not be a prerequisite to submitting a proposal, Proposers who intend to submit a proposal, are encouraged to attend. Make sure you have a copy of the solicitation for reference during the Pre-Proposal Conference. Any changes resulting from this conference will be issued in a written Letter of Clarification (LOC) to the solicitation. Verbal responses will not alter the specifications and terms related to this solicitation.
- 2.3 Questions are due on Wednesday, January 18, 2023, 12:00 P.M., CST. Please include the phrase "QUESTIONS: H93-JOC-2023-016 for Job Order Contract" in the subject line and provide all applicable contact information.
- 2.4 Communication regarding the Pre-Proposal Conference must be received in writing and directed only to:

Amanda Joseph, Sr. Procurement Specialist
Supply Chain Management, Houston Airport System
Email address: Amanda.Joseph@houstontx.gov

3.0 SOLICITATION SCHEDULE

- 3.1 The following schedule has been established for this solicitation process. HAS reserves the right to modify the schedule during the solicitation process. Changes/updates will be posted on HAS' website via Letter(s) of Clarification.
- 3.2 HAS reserves the right to extend the due date for this Request for Proposals (RFP) as deemed necessary and in its best interests. Any postponement of the due date will be issued as a Letter of Clarification (LOC) to this RFP. The submission of a Request for Proposals does not, in any way commit HAS to enter into an agreement with that Proposer or any other Proposer. HAS reserves the right to reject any or all Request for Proposal(s) for any reason.

Description	Date
Advertisement of Solicitation	12/30/2022
Pre-Proposal Conference	1/12/2023
Deadline for Submittal of Questions	1/18/2023
Letter of Clarification(s) Posted on HAS Website	1/26/2023
Response to RFP Due Date	2/9/2023
Oral Presentations (<i>if required</i>)	3/2/2023
Submit to Council for Approval (<i>Estimated</i>)	3/29/2023

PART II: GENERAL SOLICITATION INFORMATION

4.0 GENERAL INFORMATION

4.1 Background

The purpose of the Job Order Contract is for qualified firms to provide expedient delivery on essential projects with various scope including asbestos and mold remediation, water infiltration, build back, repair, alteration, renovation, remediation, and minor construction.

4.2 Project Vision

The key to this project's success is to support HAS' vision to establish Houston as a five-star global air service gateway where the magic of flight is celebrated. The selected solution and services will provide critical capability to enable HAS operations decision making and planning, ultimately resulting in improved customer service. Proposers should embrace the following HAS core values as they propose a solution to this solicitation:

Relationships	Service
<ul style="list-style-type: none"> We work together with integrity and treat every individual with courtesy and respect. 	<ul style="list-style-type: none"> We WOW our customers through a "can do" attitude and respond quickly to meet and exceed their expectations.
<ul style="list-style-type: none"> We honor our commitments and behave in a manner that earns trust. 	<ul style="list-style-type: none"> We find ways to bring fun and joy into our work and bring customers along for the ride.
<ul style="list-style-type: none"> We promote collaboration and teamwork across the organization. 	<ul style="list-style-type: none"> We respond promptly and effectively.
<ul style="list-style-type: none"> We are reliable and trustworthy; we honor our promises and commitments. 	<ul style="list-style-type: none"> We show respect, compassion and let people know we care.
<ul style="list-style-type: none"> We are open, positive, and constructive in our feedback. 	<ul style="list-style-type: none"> We willingly provide the necessary time and effort to meet the customer's needs.
<ul style="list-style-type: none"> We treat people as they want to be treated. 	<ul style="list-style-type: none"> We are flexible and adaptive in a dynamically changing business environment.

<ul style="list-style-type: none"> • We take responsibility for our actions. 	<ul style="list-style-type: none"> • We display enthusiasm and passion for our work.
<ul style="list-style-type: none"> • We lead by example 	
Innovative	Excellence
<ul style="list-style-type: none"> • We have the courage and willingness to consider new and unconventional ways of thinking. 	<ul style="list-style-type: none"> • We strive for quality and skillful execution without compromise.
<ul style="list-style-type: none"> • We assume responsibility for learning new things. 	<ul style="list-style-type: none"> • We use the power of total employee involvement to achieve our organizational goals.
<ul style="list-style-type: none"> • We embrace new ideas. 	<ul style="list-style-type: none"> • We foster a culture of shared values that gets things done.
<ul style="list-style-type: none"> • We listen with an open mind. 	<ul style="list-style-type: none"> • We take calculated risks needed to achieve results.
<ul style="list-style-type: none"> • We are future-focused; “I’ve always done it this way” does not exist in our vocabulary. 	<ul style="list-style-type: none"> • We look for new and more effective ways to do business.
<ul style="list-style-type: none"> • We recognize change as an opportunity. 	<ul style="list-style-type: none"> • We encourage continuous improvement.

5.0 PROJECT DESCRIPTION

- 5.1 The Houston Airport System (HAS) is seeking proposals from qualified firms from Job Order Contract (JOC) contractors for Operations & Maintenance (O&M) and Capital tasks to provide repairs, maintenance tasks, renovations, rehabilitations, alterations, and small construction projects services in a cost effective and time efficient manner. Each Contractor shall be awarded an equal amount per Capital and O&M funding. Contractors shall furnish all labor, materials, tools, supplies, instruments, equipment, transportation, insurance, Bonds, subcontracts, supervision, management, reports, permits, incidentals, and quality control, and shall perform all operations necessary and required for construction management and construction work, which will be defined in each Work Order (WO). The contract(s) term will be two (2) years.

6.0 ESTIMATED PROJECT TIMELINE

- 6.1 This is a critical project to support HAS operations and should be implemented within (30) days of award as agreed between HAS and the selected Proposer during the RFP process.
- 6.2 HAS intends to award contract(s) with a term of two (2) years.

7.0 SPECIFICATIONS/SCOPE OF SERVICES

- 7.1 SCOPE OF WORK – Contractor(s) shall perform the general Scope of Work described herein as further discussed in Attachment A – Specifications/Scope of Work.

PART III: EVALUATION AND SELECTION PROCESS

8.0 EVALUATION AND SELECTION PROCESS

- 8.1 An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Part VI. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)' meetings, the evaluation team will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.
- 8.2 Interviews/Oral Presentations/Demonstrations – The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.
- 8.3 Selection Process – Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Selected Proposal shall be submitted for approval by the appropriate City officials. The City of Houston intends to select a Proposal that best meets the needs of the City and that provide the best overall value. Upon approval of the selected Proposer, the contract(s) shall be executed by the appropriate City officials.
- 8.4 Evaluation Criteria:

Evaluation Criteria (Table 4)	Max Score
Financial Stability	Pass/Fail
Minimum Required Experience	Pass/Fail
Responsive	Pass/Fail
Responsible	Pass/Fail
MWBE Compliance	Pass/Fail
JOC Experience, Safety Records, Claim History	30
Management Plan	20
Contractor's Representative	10
Relationship with Subcontractors	10
Coefficient Factors	30
Total	100
Hire Houston First (Bonus Points)	5

8.5 Qualifications:

8.5.1 Financial Stability – Pass/Fail

Proposer is required to submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of its Financial Statements with its Submittal.

Submit audited financial statement for the last two years. Provide a brief statement of the Proposer's bonding ability to fulfill obligations.

8.5.2 Minimum Required Experience – Pass/Fail

8.5.2.1 The Proposer shall have a minimum of five (5) years' experience performing Job Order Contract projects.

8.5.2.2 The Proposer shall have the capabilities and skills of a wide variety of trades including, but not limited to, carpentry, masonry, concrete, paving, roofing, excavation, steam fitting, plumbing, sheet metal, painting, demolition, welding, HVAC, electrical, mechanical, asbestos abatement, hazardous material handling, carpeting, flooring, drywall finishing, hardware, doors, glazing, landscaping, and telecommunications cabling services etc.

8.5.2.3 Proposer must pass the above criteria to be evaluated by Evaluation Committee. Proposers that fail to meet the criteria will be removed from further consideration and no further scoring of their submittal will take place.

8.5.3 Responsive – Pass/Fail

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

8.5.4 Responsible – Pass/Fail

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract(s) will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

8.5.5 MWBE Compliance – Pass/Fail

Proposer(s) shall comply with the City's M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Proposer(s) shall make good faith efforts to award subcontracts or supply agreements in at least 25% of the value of this Agreement to M/WBE's. Proposer(s) acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will

comply with them. The MWSBE Participation goals for this contract (Contract Goals) are as follows:

The M/WBE goal is 25%: **MBE = 19%** and **WBE = 6%**.

- 8.5.6 JOC Experience, Safety Records, Claim History (30 Points)** – This criterion considers whether the documentation provided by the Proposer demonstrates a minimum of five (5) years' experience performing JOC and the Proposer's safety record and program including their Workmen's Compensation Modifier and number of lost time incidents. The criterion also examines the Proposers claims history. It requires a list of all projects in the last 3 to 5 years that have gone to claim including the outcome of those claims. It also requires the Proposer to list any projects during this time frame that their firm failed to complete.
- 8.5.6.1 Provide a detailed description of your firm's experience performing JOC contracts including the total number of years you have been performing these services. Explain where and when the JOC experience has been achieved.
 - 8.5.6.2 Provide previous development and execution of JOC program administration & support services.
 - 8.5.6.3 Provide any awards and accolades related to JOC contracts.
 - 8.5.6.4 Provide details concerning your safety record and program. Include your current Workmen's Compensation Modifier and details concerning any lost time incidents over the last three (3) years.
 - 8.5.6.5 Provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.
 - 8.5.6.6 Provide a list of all projects over the last five (5) years that have gone to claim and the outcome. Also provide a list of any projects your firm failed to complete over the last five (5) years because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.
- 8.5.7 Management Plan (20 Points)** – This criterion considers the proposed management plan and if it includes position descriptions and staff personnel qualifications. It also considers whether the plan addresses other management aspects such as estimating, scheduling, software/computers, interface with HAS, responsiveness and communication.
- 8.5.8 Contractor's Representative (10 Points)** – This criterion considers the Proposer(s) proposed supervisory personnel and their qualifications and experience on JOC contracts with similar scope, complexity and value.
- 8.5.8.1 Provide a written assurance that the project supervisory personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without HAS's prior written approval.

8.5.8.2 Provide a brief resume or curriculum vitae for each project supervisory personnel demonstrating their qualifications and experience on Job Order Contracts with similar scope, complexity and value. Resumes shall include the following:

- 8.5.8.2.1 Name, Role
- 8.5.8.2.2 Firm
- 8.5.8.2.3 No. of years with current firm
- 8.5.8.2.4 Total years' experience
- 8.5.8.2.5 Education, professional licensing
- 8.5.8.2.6 Experience in their respective areas of expertise
- 8.5.8.2.7 Relevant work experience for previous five (5) years.

8.5.9 Relationship with Subcontractors / Suppliers (10 Points) – This criterion considers whether the Proposer(s) provided a list of proposed subcontractors / suppliers. It also considers whether subcontractor letters of commitment or prequalification, details concerning subcontractors experience and on JOC and procedures for subcontractors were included. The criterion shall demonstrate the relationship and years of working together on a similar project like JOC.

8.5.10 Coefficient Factors (30 Points) – This criterion considers the coefficient factors proposed by the Proposer(s). These include pre-priced items for standard and non-standard hours as well as non-pre-priced items for standard and non-standard hours.

Note: The Hire Houston First (HHF) Program can be found in the City of Houston's Code of Ordinances (the "Code"), Ch. 15, Article XI. At the conclusion of scoring proposers, preference points shall be distributed in the following manner:

- 5 Points: For Proposer firm designated as a Hire Houston First "City Business" (CB);
- 3 Points: For Proposer firm designated as a Hire Houston First "Local Business" (LB);
- 0 Points: For Proposer firm not designated as either a "City Business" (CB) or a "Local Business" (LB).

PART IV: PROPOSER QUALIFICATIONS/SUBMITTAL PROCEDURES

9.0 MINIMUM QUALIFICATIONS

The Proposer shall have minimum qualifications as stated in 8.5.2.

10.0 REFERENCES

10.1 The Proposer shall provide a minimum of three (3) qualified references where the Proposer has performed JOC services as a Prime.

11.0 SUBMITTAL PROCEDURES

11.1 Provide six (6) printed copies of the Proposal (numbered x of xx), including one (1) printed original signed in BLUE ink, and marked as "Original" on the outside cover. Additionally, provide six (6) complete copies on a memory stick (USB Thumb drive) labeled with the appropriate Solicitation name and number that includes a complete copy

**Job Order Contract – Operations/Maintenance and Capital Projects for Houston Airport System
H93-JOC-2023-016**

of all information in the printed original. Please submit all items in a sealed envelope or package bearing the assigned Title and RFP Number to:

Cathy Vander Plaats
Aviation Procurement Officer
Houston Airport System
Supply Chain Management
18600 Lee Road
Humble, Texas 77338

- 11.2 The envelope or package should clearly identify the name and address of the Proposer and indicate the contents as “Response to Solicitation No. H93-JOC-2023-016 for Job Order Contract”.
- 11.3 The deadline for the submittal of the Proposal to the Houston Airport System (HAS), Supply Chain Management Office is no later than the date and time as indicated on the first page of the Solicitation document. Failure to submit the required number of copies as stated above may be subject for disqualification from the proposal process.
- 11.4 Proposers may elect to either mail or personally deliver their Proposal to the Supply Chain Management Office. HAS bears no responsibility for submitting Proposals on behalf of any Proposer. Proposer(s) may submit their Proposals to the Supply Chain Management Office any time prior to the stated deadline.
- 11.5 In the event that there are discrepancies among the various Proposals submitted, the “Original” Proposal signed in BLUE ink shall govern.
- 11.6 All proposals must be labeled on the outside of the envelope or box with the Proposer’s name and the name of the Solicitation. Proposers should follow the required format in preparing their Proposal in order to enable HAS to efficiently evaluate the Proposals.
- 11.7 Each copy of the Proposal shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8 ½” by 11”) or folded to that dimension, twice letter size (11” by 17”). A tabbed divider shall separate each section (defined below). Document text should be in Arial (or similar standard sans serif font) 10 point or Times New Roman (or similar standard serif font) 12 point, but must be consistent throughout the document.
- 11.8 At least one copy must carry the original signature of an officer or individual having legal authority to enter into agreements on behalf of the Proposer. The deadline for submission is on Thursday, February 9, 2023, 2:00 P.M., CST. Each envelope or package should be clearly marked “Response to Solicitation No. H93-JOC-2023-016 for Job Order Contract”. Proposals received after this date and time will be returned unopened and not considered.

12.0 PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

- 12.1 Each Proposal shall be organized in the following order and tabbed appropriately:

Outside Cover – This shall contain the RFP number and title “Response to Solicitation No. H93-JOC-2023-016 for Job Order Contract” the name of the Proposer, and the submittal date. Remember to label the original documents as “ORIGINAL” on the outside cover.

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TAB 1 – Transmittal Letter

Submit a one (1) page letter transmitting the Proposal to Amanda Joseph, Houston Airport System. The transmittal letter shall state, “This Proposal is valid for 180 days,” and that the signer of the document is authorized by the Proposer to sign the document. Acknowledge receipt of all RFP Letter(s) of Clarifications, if any, in this Transmittal Letter.

One copy of the transmittal letter shall contain the original signature of the team lead. NOTE: Acknowledge receipt of all RFP Letter(s) of Clarifications, if any, in this transmittal letter.

TAB 2 – Description of Firm

Provide a general description of the firm, including systems, services, and staffing offered, number of employees, office locations, and the number of years in business. Provide the minimum required experience as stated in 8.5.2.

TAB 3 – Executive Summary

The Executive Summary should provide an overview of the qualifications necessary to accomplish the project, which includes a narrative statement of the Proposer’s understanding of the Project and key points in their Proposal. At a minimum, the Executive Summary must contain the following information:

Complete legal name of the Proposer, the name of the legal entities that comprise the Proposer, and all proposed subcontractors. The Proposer must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, as well as the legal structure of the entity and a listing of major satellite offices. If the Proposer is made up of more than one firm, the legal relationship between these firms must be described.

Prepare narrative statements that describes the Proposer’s understanding of the work involved in performing the Scope of Services that is described in the Functional Specification.

TAB 4 – JOC Experience, Safety Records, Claim History

Provide all experience related requirements as stated in 8.5.6.

TAB 5 – Management Plan

Provide details of the proposed project organization including positions, descriptions, staffing and qualifications. Also provide in this tab, the proposed procedures for managing the aspects of preparation of estimates, scheduling, software/computers, field supervision, interface with HAS, responsiveness and communication.

TAB 6 – Contractor’s Representative

Provide a written assurance and resume for the project supervisory personnel as stated in 8.5.8.

TAB 7 – Relationship with Subcontractors

Complete and insert Exhibit H – List of Subcontractors. Include letters of commitment and / or prequalification. Also provide details concerning the proposed subcontractor’s experience on JOC and your procedures identifying, managing, and assisting subcontractors. Provide your working relationship with your Subcontractors on similar projects like JOC. as stated in 8.5.9.

TAB 8 – References

Submit Exhibit D – References. Provide a statement. Provide a statement that describes how services success was achieved for each JOC project. The statement should be based on contract service expectations versus success achieved during contract execution.

TAB 9 – Proposal Pricing

Submit Attachment B – Fees (Coefficient Factors).

TAB 10 – Financial Stability

Submit audited financial statements for the last two years as stated in 8.5.1.

TAB 11 – Forms to be Submitted with the Proposal

Provide all forms as described in Section 14.0.

TAB 12 – Required Submittal Checklist

Submit Attachment D – Required Submittal Checklist

PART V: SPECIAL CONDITIONS

13.0 SPECIAL CONDITIONS

13.1 DRUG DETECTION AND DETERRENCE PROCEDURE

13.1.1 Please complete the related drug detection and deterrence procedures City Required Documents (Exhibit I).

13.2 INSURANCE

13.2.1 Please refer to the sample agreement which is outlined in section 3.12.

13.3 FAIR CAMPAIGN ORDINANCE

13.3.1.1.1 The City of Houston Fair Campaign Ordinance (Section 18-36 of the City Code of Ordinances) makes it unlawful for a contractor to offer any contribution to a candidate for City elective office during a certain period of time prior to and following the award of the contract by City Council. The term "contractor" includes sole proprietors, partners of partnerships, and all officers, directors, and holders of ten percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with the Proposal. A blank copy of "Contractor Submission List - City of Houston Fair Campaign Ordinance" (Form A) is included in this RFP in Exhibit A (See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information).

13.4 PAY OR PLAY PROGRAM

13.4.1 The requirements and terms of the City of Houston Pay or Play policy, as set out in Executive Order 1-7, are incorporated into the Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of the Agreement.

13.4.2 Review Document 00840: Pay or Play Program; and fill out Documents 00630 and 00631 for submittal.

13.5 DELINQUENT TAX

13.5.1 Prior to consideration by City Council, evidence must be submitted by each owner/operator(s) demonstrating that no delinquent taxes are owed to the City of Houston. Complete form attached as Exhibit A (Affidavit of Ownership).

13.6 MISCELLANEOUS

13.6.1 All Proposals submitted in response to this RFP are the property of the City and are not available for public review or debriefing by any Proposer until after selection and approval of an Agreement by City Council. All information submitted becomes public record and subject to the Texas Public Information Act including information marked proprietary or confidential.

13.6.2 Any cost associated with the submittal of a response to the RFP will be solely the expense of the Proposer.

13.6.3 This RFP is not to be construed as a contract offer or as a commitment of any kind; and receipt by the City of a response by a Proposer in no way obligates the City in any manner whatsoever.

13.6.4 Copies of City Ordinances and Policies noted in the RFP may be obtained from the City Secretary's Office, Plaza Level, City Hall Annex, Room 101, 900 Bagby, Houston, Texas 77001.

13.6.5 It is believed that this RFP contains all the information related to the project that is needed to prepare an adequate response. However, any questions or

requests for information that are deemed necessary will need to be e-mailed no later than 12:00 p.m., CST on January 18, 2023, to Amanda Joseph, Senior Procurement Specialist – Houston Airport System at Amanda.Joseph@houston.tx.gov. Responses to all questions will be posted online on the Houston Airport System's website as Letter(s) of Clarification.

13.7 NO CONTACT PERIOD

13.7.1 Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from Proposer's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

13.8 SECURITY AND BADGES (As applicable to this Project)

- 13.8.1 The Proposer shall comply with all applicable Federal rules governing security at the Airport.
- 13.8.2 All on-site personnel of Proposer, including subcontractors, who perform services under the Agreement inside the AOA fence or in secure areas of the Airport, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 13.8.3 The Proposer shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel, as required by HAS. On-site personnel within the AOA or in secure areas of the Airport shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at IAH/HOU and \$16.00 at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Proposer is responsible for the cost of badges, including replacements thereof. The Proposer personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is currently \$16.00.
- 13.8.4 The Proposer acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.

13.9 EQUAL OPPORTUNITY EMPLOYMENT

13.9.1 The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

13.10 PROTEST

13.10.1 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances as set forth in City of Houston Administrative Policy 5-12. <http://www.houstontx.gov/policies>.

13.11 CERTIFICATE OF INTERESTED PARTIES

13.11.1 In accordance with Texas Gov't Code §2252.908, the successful Proposer must complete Form 1295, Certificate of Interested Parties. Form 1295 is available for downloading on the Texas Ethics Commission's (TEC) website: <https://www.ethics.state.tx.us/forms/1295.pdf>.

13.11.2 The successful Proposer must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number

13.11.3 No later than 30 days after the contract's effective date, the City will upload the successful Proposer's completed Form 1295. The Texas Ethics Commission will post the Contractor's completed Form 1295 within seven business days of receipt.

13.12 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

13.12.1 Anti-Boycott of Israel.

Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this agreement not to engage in the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

13.12.2 Anti-Boycott of Energy Companies.

Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this agreement not to engage in the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

13.12.3 Anti-Boycott of Firearm Entities of Firearm Trade Associations.

Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this agreement, as defined by Section 2274.001 of the Texas Government Code.

13.12.4 Certification of No Business with Foreign Terrorist Organizations.

For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252-153 or 2270-0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

13.13 EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING

The City has a zero tolerance for human trafficking, and, per Executive Order 1-56, city funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or good to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>.

13.14 PRESERVATION OF CONTRACTING INFORMATION

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552>).

13.15 PERFORMANCE BOND

13.15.1 The successful contractor shall furnish and maintain throughout the Agreement term a Performance Bond in the amount of 100% of the annual applicable Agreement year. Contractor shall renew this bond for each renewal year of this Agreement in an amount equal to the Agreement amount for the applicable renewal term. The bond shall be conditioned upon contractor's full and timely performance of this Agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and be in the form as shown in Exhibit "V".

13.15.2 The Performance Bond shall be in the same form as that distributed by the City, all duly executed by this Proposer (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

13.16 MINORITY AND WOMAN BUSINESS ENTERPRISES ("M/WBE")

13.16.1 It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Vendor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at

<https://www.houstontx.gov/obo/policies-procedures.html>. Vendor shall make good faith efforts to award subcontracts and supply agreements in at least 25% of the value of the Agreement to certified MWBEs. If the Vendor is a certified MBE or WBE, Vendor may count its self-performance to meet a portion of the overall goal. Vendor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

- 13.16.2 Vendor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Vendor shall submit all disputes that may arise with MWBE subvendors/supplies to mediation provided by OBO if other attempts do not result in a resolution.

PART VI: CITY REQUIRED DOCUMENTS AND ATTACHMENTS

14.0 FORMS TO BE SUBMITTED WITH PROPOSAL

- Exhibit A – 00455 Ownership Information Form
- Exhibit B – 00457 Conflict of Interest Questionnaire
- Exhibit C – 00460 Pay or Play Acknowledgement Form
- Exhibit D – 00480 Reference Verification Form
- Exhibit E – 00481 Anti-Collusion Statement
- Exhibit F – Attachment “A”: Schedule of M/WBE Participation
- Exhibit F – Attachment “B”: M/WBE Letter of Intent
- Exhibit F – Attachment “C”: Certified M/WBE Subcontract Terms
- Exhibit F – Attachment “D”: Office of Business Opportunity M/WBE Utilization Report
- Exhibit H – 00600 List of Proposed Subcontractors
- Exhibit Q – Contact Directory Form
- Exhibit R – Statement of Residency
- Exhibit S – Offer and Submittal
- Exhibit T – Contract and Contract Exception Chart
- Exhibit U – Declaration of Hire Houston First Designation
- Attachment A – Scope of Work
- Attachment B – Proposed Fees (Coefficient Factors)
- Attachment C – Required Submittal Checklist
- Attachment D – Sample Agreement

15.0 FORMS TO BE SUBMITTED AFTER RECEIPT OF NOTICE OF INTENT TO AWARD

(To be provided by the recommended firm)

Exhibit G – 00501 Resolution of Contractor

Exhibit I – 00601 Drug Policy Compliance Agreement

Exhibit J – 00606 No Safety Impact Positions

Exhibit K – 00620 Affidavit of Insurance

Exhibit L – 00621 Certificate of Insurance ACORD Form / A/E Required Insurances

Exhibit M – 00630 Certification of Compliance with Pay or Play Program (POP-2) Program

Exhibit N – 00631 Pay or Play Program List of Subcontractors (POP-3) Program

Exhibit O – 00632 Certification by Professional Service Provider

Exhibit P – 00636 Certificate of Interested Parties Form 1295

Exhibit V – Performance Bond

Exhibit W – Statutory Payment Bond

NOTE: Exhibits are available at the Houston Airport System website,

<https://www.fly2houston.com/biz/opportunities/solicitations/> or

The City of Houston Office of Business Opportunity Forms website,

<http://www.houstontx.gov/obo/popforms.html>

(<https://www.ethics.state.tx.us/forms/1295.pdf>)

<p style="text-align: center;">ATTACHMENT A SPECIFICATIONS / SCOPE OF WORK RFP NO.: H93-JOC-2023-016</p>

1.0 SPECIFICATIONS / SCOPE OF WORK

1.1 GENERAL OVERVIEW

1.1.1 The Houston Airport System (HAS) is currently seeking up to four (4) Job Order Contract (JOC) contractors for Operations & Maintenance (O&M) and Capital tasks to provide repairs, maintenance tasks, renovations, rehabilitations, alterations, and small construction projects services in a cost effective and time efficient manner. Each Contractor shall be awarded an equal amount per Capital and O&M funding. Contractors shall furnish all labor, materials, tools, supplies, instruments, equipment, transportation, insurance, Bonds, subcontracts, supervision, management, reports, permits, incidentals, and quality control, and shall perform all operations necessary and required for construction management and construction work, which will be defined in each Work Order (WO). The contract term will be two (2) years with no renewal options.

1.1.2 The maximum aggregate contract price is \$12,000,000 which will be divided between the successful respondents, with a guaranteed minimum amount of Work to be awarded during the term of this Agreement of \$500,000 per contractor. The maximum amount of Work which may be awarded under the Capital JOC Program during the term of the Contract is up to \$12,000,000.

1.1.3 Contractors will work under the direction of the HAS JOC Project Manager (PM). The PM will issue Work Orders (WOs) on an as-needed basis setting forth the specific work requirements. Each WO will have a maximum amount of \$500,000.00. Contractors are expected to implement services in the following phases: Work Order (WO) Phase, Design Phase, Construction Phase, Commissioning and Activation Phase, and Contract Closeout Phase. Over the course of the contract term, a wide variety of skills and capabilities and a wide variety of trades including, but not limited to, carpentry, masonry, concrete, paving, roofing, excavation, steam fitting, plumbing, sheet metal, painting, demolition, welding, HVAC, electrical, mechanical, asbestos abatement, hazardous material handling, carpeting, flooring, drywall finishing, hardware, doors, glazing, landscaping, and telecommunications cabling services etc., will be required.

UNIT PRICE BOOK

1.2

1.2.1 The Unit Price Book (UPB) for the Agreement will be the R.S. Means Facilities Construction Cost Data. The Houston, Texas City Cost Index "Total Weighted Average" as of the date of the each WO will be applied to R.S. Means prices.

1.2.2 Excluded line items: The following divisions are excluded from the Unit Price Book: Section 1 items are excluded unless approved by PM.

1.2.3 The Contractor shall provide HAS, at its own cost, full capabilities of the Winest software and Primavera P6 software products that can be loaded on a network and can be shared in a concurrent user environment. The contractor shall provide at its own cost, all necessary yearly updates of the software, Unit Price Book (UPB) electronic copy, and UPB hard copy.

WORK ORDERS

1.3

1.3.1 Contractor shall perform the Work under this Agreement only upon the issuance of a written WO signed by the Director or designee. WOs shall be issued in accordance with the requirements

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specified herein. WOs issued prior to and in effect at the time of the expiration of this Agreement shall continue to be in effect and performed by the Contractor until such time as all requirements have been met and a written acceptance of the Work performed has been made by the City Engineer or Project Manager.

- 1.3.2 WOs shall set forth the following: contract number, contractor's name, address, telephone number, WO number, date of issuance, the WO time including period of performance, schedule of work requirements, place of performance as applicable to each WO, the work to be performed described in detail, the WO Price including total amount and pricing data, amount of/formula for liquidated damages, identity of Contractor's key personnel, funding code(s) applicable to each WO, balance of funds remaining on the Agreement, and such other information as directed by the PM.
- 1.3.3 WOs may be amended by the PM in the same manner as they are issued. A WO may not be amended to exceed the maximum amount allowable for a WO as stated in Section 1.1 above or to alter the terms of the contract.
- 1.3.4 Adjustments in WO price. Adjustments in WO price by amending the WO shall be based on one of the two methods listed below in Sections 1.3.4.1 or 1.3.4.2, as applicable. If Contractor does not indicate agreement with change in price or time given in the WO within seven (7) days from date of the City Engineer's or PM's directive, or if Contractor disagrees with the method for adjustment in WO; then price, method and adjustment shall be determined by the City Engineer or PM. If the City Engineer or PM determines the method and adjustment in WO Price under Section 1.19.6 below, Contractor shall provide, in such form as the City Engineer or PM may prescribe, appropriate supporting data for items submitted. Failure to submit such data within seven (7) days of request for such data by the City Engineer or PM shall constitute waiver of such Claim. Amount of credit to be allowed by Contractor to HAS for deletion or change, (which deletion or change results in a net decrease in WO Price), shall be determined in accordance with this Section. When Contractor agrees with the determination made by the City Engineer or PM concerning adjustments in WO Price and WO Time, or the Parties otherwise reach agreement upon the adjustments, such agreement will be immediately recorded by preparation and execution of an appropriate Change Order.
- 1.3.4.1 Method 1. Items listed as pre-priced in the Unit Price Book shall be priced in accordance with the unit prices stated in the Unit Price Book.
- 1.3.4.2 Method 2. For non-pre-priced items, cost shall be priced in accordance with Section 1.19.6.3 below.
- 1.3.5 Work Order Issuance. For any work required under this Agreement, the Director or his/her assignee shall issue a written WO as follows:
- 1.3.5.1 As the need exists for performance under the terms of the Agreement, the Project Manager will notify the Contractor of an existing requirement. On receiving the notification, the Contractor shall respond within two (2) working days, or as otherwise instructed by the Project Manager; visit the proposed site with the Project Manager; or establish contact with the Project Manager to further define the scope of the requirement.
- 1.3.5.2 After joint definition of the scope of the individual requirement, the Contractor shall prepare a proposal using Winest R.S. Means database resource software and schedule using Primavera P6 software, for accomplishment of the task. The Unit Price Book serves as the basis for establishing the value of the work to be performed. The Contractor shall submit its proposal within four (4) working days after joint definition of the scope of the requirement, or as mutually agreed with the PM. In case of emergency and/or with PM directive, the Contractor should be ready and mobilized at the Jobsite

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within two (2) hours.

- 1.3.5.3 After receiving the Contractor's proposal, the Project Manager will compare the proposal with his estimate, prepared using Winest R.S. Means database resource software, and will reach agreement with the Contractor on pricing, schedule, MWBE/SBE participation and all other terms, before issuance of a WO.
- 1.3.5.4 The Project Manager shall review the proposal for completeness and, if it is approved by the Contract Administrator and the Project Manager, the Director or his assignee will issue a WO.
- 1.3.5.5 If the Director or his/her assignee does not issue a WO after receipt of Contractor's proposal, HAS is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

1.4 SCHEDULING AND COMPLETION OF WORK

- 1.4.1 Each executed WO constitutes a Notice to Proceed, which specifies when work is to begin. Any preliminary work started or materials ordered or purchased before receipt of the executed WO are at the risk and expense of Contractor. Contractor shall diligently perform the Work to completion within the time set forth in the WO. The period of performance includes allowance for mobilization, holidays, weekend days, inclement weather, and cleanup; therefore, claims for delay based on these elements are not allowed. Each task shall be completed within one hundred eighty (180) days upon receiving a WO, unless approved by Project Manager.
- 1.4.2 Contractor shall deliver materials and equipment without interfering with HAS operations and personnel.
- 1.4.3 Contractor shall move furniture and portable office equipment in the immediate work area and replace them in their original location, at no cost to HAS. If the furniture and portable office equipment cannot be replaced in its original location, the Project Manager will designate new locations.
- 1.4.4 The Contractor(s) and its sub-contractor(s) and any other enterprise(s) working for the Contractor shall take all precautions to ensure that no damage to private or public property results from its operations. Contractor must repair or replace items damaged at no cost to HAS.
- 1.4.5 If a formal Traffic Control Plan is specified or not, and, if applicable, Contractor shall provide all necessary traffic control, such as barricades and traffic cones, as required for each WO at no additional cost to HAS. Contractor shall submit proposed traffic control methods compatible with HAS Operations, Texas Department of Transportation (TxDOT), and Manual on Uniform Traffic Control Devices (MUTCD) standards to the PM for final approval.
- 1.4.6 Once a WO is issued, the Contractor shall provide all materials, labor, tools, supplies, equipment, transportation, insurance, bonds, subcontracts, supervision, management, reports, incidentals, and quality control to successfully complete the Work in the required time frame. Unless otherwise specifically provided in a Work Order, all installed equipment, materials, and supplies furnished by Contractor must be new and the most suitable grade for the purpose intended.
- 1.4.7 The Contractor shall enter and submit a Schedule showing the actual progress every work week, or as directed by the Project Manager or City Engineer. If, in the opinion of the Project Manager or City Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Project Manager or City Engineer, without additional cost to HAS. In this circumstance, the Project Manager or City

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Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or schedules in chart form as the Project Manager or City Engineer deems necessary to demonstrate how the approved rate of progress will be achieved.

- 1.4.8 Failure of the Contractor to comply with the requirements of the Project Manager or City Engineer shall be grounds for a determination by the Project Manager or City Engineer that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the WO. Upon making this determination, the Project Manager or City Engineer may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Agreement.

1.5 **FINAL COMPLETION AND PAYMENT**

- 1.5.1 When Contractor considers the Work under a WO to be complete and ready for its intended use, Contractor shall review the WO and inspect the Work. Prior to Contractor notification to the City Engineer or Project Manager that the Work is complete and ready for final inspection, Contractor shall submit an affidavit that the Work has been inspected, and that the Work is complete in accordance with requirements of this Agreement. WO close out documents shall be completed per HAS requirements.
- 1.5.2 Prior to City Engineer's or Project Manager's issuing a Certificate of Final Completion, Contractor shall provide a Certificate of Occupancy for new construction or a Certificate of Compliance for remodeled work and compliance with Texas Accessibility Standards through State Inspection of the Work, if required.
- 1.5.3 Within five (5) days after receipt of Contractor's written notice that the Work is ready for final inspection and acceptance under a WO, the City Engineer or Project Manager will make such inspection. When the City Engineer or Project Manager finds the Work in accordance with this Agreement, the City Engineer or Project Manager will, within three (3) business days, issue or cause to be issued a Certificate of Final Completion stating that to the best of City Engineer's or Project Manager's knowledge, information, and belief, the Work has been completed in accordance with terms and conditions of the WO, Documents, and Agreement and recommends acceptance of the Work under the WO. Upon acceptance, the City Engineer or Project Manager will issue a Certificate for Payment
- 1.5.4 Should Work be found not in compliance with requirements of this Agreement, City Engineer or the Project Manager will notify Contractor in writing of items of non-compliance. Upon correction of such non-complying items, HAS shall issue a Certificate of Final Completion to Contractor as provided in Section 1.5.3.
- 1.5.5 Contractor shall submit the following items to the City Engineer or Project Manager before he will issue a Certificate of Final Completion:
- 1.5.5.1 Affidavit that payrolls, invoices for materials and equipment, and other indebtedness of Contractor connected with the Work (less amounts withheld by HAS) have been paid or otherwise satisfied; and, if required by the City Engineer or Project Manager, submits further proof including waiver or release of lien or claims from laborers or suppliers of material or equipment;
- 1.5.5.2 Certificate evidencing that insurance required by the Agreement is to remain in force after final payment is currently in effect and will not be canceled, or materially changed, until at least thirty (30) days written notice has been given to the PM;

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1.5.5.3 Written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the correction and warranty period required by the Agreement;

1.5.5.4 Consent of Surety to final payment, if applicable; and Maintenance Bond and other required Bonds, copies of record documents, maintenance manuals, tests, inspections, and approvals.

1.6 PARTIAL OCCUPANCY OR USE

1.6.1 HAS may occupy or use any completed portion of the Work at any stage, provided such occupancy or use is consented to by the Contractor and Contractor's insurer and authorized by public authorities having jurisdiction over the Work. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

1.6.2 Immediately prior to such partial occupancy or use, the City Engineer or Project Manager and Contractor shall jointly inspect the area to be occupied or the portion of the Work to be used in order to determine and record the condition of the Work.

1.6.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work not complying with requirements of the Agreement.

1.7 QUALITY ASSURANCE / QUALITY CONTROL PROGRAM

1.7.1 Contractor shall submit to the City Engineer or Project Manager, for approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after the Effective Date of the Agreement. This plan should address all aspects of quality control including responsibility for monitoring work, documentation, trend analysis, corrective action and interface with HAS inspectors. In some cases, Contractor's Quality Control personnel may be required to have professional or discipline-specific certifications.

1.8 CONTRACTOR REPRESENTATIVE

1.8.1 At all times during performance and until the Work is completed and accepted, the Contractor shall manage, supervise, and direct the Work under the Agreement and have on the work site a competent General Manager who is satisfactory to the Contract Administrator and has authority to act for the Contractor. The Contractor's General Manager must be knowledgeable in multiple disciplines, including architectural, structural electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing.

1.8.2 The General Manager shall be the communications contact with the Director and shall be exclusively assigned to this project. The General Manager shall not be reassigned from this project without prior approval of the Director. The General Manager shall not be reassigned and or be replaced from this Agreement without prior written approval of the Director.

1.8.3 Prior to the start of the Agreement performance, the Contractor shall advise the Contract Administrator in writing of the Contractor's General Manager and alternate representative's contact phone numbers. The Contractor's General Manager will have management responsibility for the total Agreement effort to receive and act on technical matters and resolve problems of a contractual nature.

1.8.4 Prior to substituting another individual for the Contractor's General Manager, the Contractor shall notify the Contract Administrator reasonably in advance and shall submit justification in sufficient

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detail to permit evaluation of the impact on the Work. No such substitution shall be made by the Contractor without first securing the Contract Administrator's written approval.

1.9 CABLING SERVICE REQUIREMENTS

1.9.1 Any cabling services that may be required shall comply with the following:

1.9.1.1 Contractor shall adhere to the latest HAS Technology Standards. Technology Standards are subject to change by HAS periodically to maintain current technology standards. Contractor is required to comply with revisions to Cable Infrastructure Standards within thirty (30) days of receiving the revision.

1.9.1.2 Contractor shall provide the certified Avaya Systimax warranty certificates for all new inside plant cabling installations, and all outside plant fiber optic cabling installations.

1.9.1.3 Contractor must provide a certified and currently registered Authorized Avaya Reseller capable of providing a numbered Registration Certificate from Avaya for the entire structured cabling system. The Work must be supervised on-site for quality control purposes by a BICSI RCDD, and must be performed by a contractor that demonstrates knowledge and complies with all BICSI, TIA/EIA, UL, and NEC standards and codes. All members of the installation team must be certified by the manufacturer as having completed the necessary training to complete their part of the installation. Resumes of the entire team should be provided for approval along with documentation of completed training courses.

1.10 SOFTWARE SUPPORT REQUIREMENTS

1.10.1 As a minimum, Contractor shall provide the following software to HAS and for its field or office computer system:

1.10.1.1 Computer operating system must be identical or compatible with the latest HAS requirement

1.10.1.2 R.S. Means Updated Online Data and current hard copy

1.10.1.3 Winest Software

1.10.1.4 Primavera P6

1.10.2 Contractor shall supply the necessary labor, components, tools, parts, supplies, materials, and any other items(s) needed to assemble, test and ready for installation the CPU(s), Printer(s) and Monitor(s), at the start of and during the Agreement.

1.10.3 All items are subject to review and acceptance by the Project Manager

1.11 CONTRACTOR'S FIELD OFFICE

1.11.1 Depending on job type, duration or nature, HAS may consider providing limited work space, complete with HAS LAN connection, electrical utilities, and local telephone service, without cost at an HAS location designated by the Director. In that case, contractor will be required to furnish and maintain, in its workspace, a computer terminal and modem to access the JOC system for preparing cost estimates, schedules and proposals, receipt of WOs, etc.

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1.12 HAS FURNISHED UTILITIES

1.12.1 HAS shall provide free of charge to Contractor utilities that are available at each site for Work performed under the Agreement.

1.12.1.1 Water. HAS shall furnish to Contractor from existing HAS facilities and without cost to Contractor, a supply of water necessary to perform work under the Agreement. HAS will not furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. Contractor shall determine the extent to which existing City water supply source is adequate for the needs of the Agreement. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor. All related work must be coordinated, scheduled, and performed as directed and approved by the PM. Taps, connections, and accessory equipment must be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the City and the Airports. Upon completion of the Agreement, Contractor shall remove all taps, connections, and accessories at its expense so as to leave the water supply source and facility in its original condition. Such removal is subject to the PM's approval.

1.12.1.2 Electricity. HAS shall furnish to Contractor from existing HAS facilities and without cost to Contractor, electricity necessary for the performance of work under the Agreement. HAS will in no case furnish or install any electrical facility or accessory for the purpose of the Agreement. Contractor shall determine the extent to which existing City electrical facilities are adequate for the needs of this Agreement. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor. All related work must be coordinated, scheduled and performed as directed and approved by the PM. Contractor must maintain taps, connections, and accessory equipment in a workmanlike manner in accordance with the rules and regulations of the City and the Airports. Upon completion of the Agreement, Contractor shall remove all taps, connections and accessories at its expense so as to leave the electrical power source and facility in its original condition. Such removal is subject to the PM's approval.

1.13 WORK BY HAS

HAS reserves the right to undertake or award contracts for the performance of the same or similar type work as contemplated herein, and to do so will not breach or otherwise violate the Agreement.

1.14 ARCHITECTURAL AND ENGINEERING SERVICES

The Work may require architectural and/or engineering services that constitute the practice of architecture or engineering under Texas law. Such services are not included within the scope of the Agreement and will be provided by HAS or its designee. However, code review drawings or incidental drawings can be developed by or through the contractor when requested by PM with HAS City Engineer approval.

1.15 USE OF LOW SULFUR DIESEL FUEL

Contractor, Subcontractors, and suppliers shall use Low Sulfur Diesel Fuel (500 ppm or the applicable standard set by State or Federal Law and/or rules and regulations of the Texas Commission on Environmental Quality, or the Environmental Protection Agency, whichever is less in sulfur content) in all diesel operating vehicles and motorized equipment utilized in performing the Work. Contractor, Subcontractors, and suppliers shall not use a high sulfur type diesel fuel in diesel operating vehicles or motorized equipment used in performing the Work. Off-road Low Sulfur Diesel Fuel may be used

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in lieu of the on-road Low Sulfur Diesel Fuel. Upon request by the City Engineer, Contractor shall provide proof that Contractor, Subcontractors, and suppliers are using Low Sulfur Diesel Fuel.

1.16 SAFETY

1.16.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement and shall abide by all Airport rules, regulations, and programs with regard to safety. Contractor shall submit a safety program to the City Engineer or Project Manager prior to mobilization for the Work, and shall be solely responsible for the safety, efficiency, and adequacy of the ways, means, and methods and for damage which might result from failure or improper construction, maintenance, or operation performed by Contractor.

1.16.2 Contractor and/or subcontractor(s) shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and subsequent amendments along with those of the Airports, all applicable federal, state, and local laws, ordinances and regulations, and the Agreement during the performance of this Work. The Contractor shall adhere, to applicable OSHA Standards, Part 1926 – Safety and Health Regulations for Construction, Part 1910 – Occupational Safety and Health Standards, the Texas Hazard Communication Standard and the Texas Underground Facility Damage Prevention and Safety Act along with any other applicable standards and/or requirements. The Contractor shall apply and/or adopt Parts 1910 and 1926 along with applicable Subparts as the safety standards for the performance of Work. THE CONTRACTOR SHALL INDEMNIFY HAS FOR FINES, PENALTIES, AND CORRECTIVE MEASURES THAT RESULT FROM THE ACTS OF COMMISSION OR OMISSION OF THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND ASSIGNS FOR THEIR FAILURE TO COMPLY WITH SUCH SAFETY RULES AND REGULATIONS.

1.17 PREVAILING WAGE RATES

1.17.1 Contractor shall comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic, as amended from time to time.

1.17.2 The prevailing wage rates in effect at the time a WO is issued applicable to the Work may be any one or a combination of the following as specifically identified. City Prevailing Building Construction and / or Engineering Construction Wage Rates.

1.17.3 Each week Contractor shall submit to the HAS's Office of Business Opportunity (OBO), certified copies of payrolls showing classification and wages paid by the Contractor and all Subcontractors for each employee under the Agreement, for any day included in the applicable WOs.

1.18 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that it and any subcontractor or any other third party contractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal, State and City regulations, including any amendments thereto.

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1.19 FEES (COEFFICIENT FACTORS)

- 1.19.1 Standard hours of work will be from 8:00 AM to 5:00 PM, CST, Monday through Friday, unless alternate standard hours are agreed to for an individual WO. Hours worked before 8:00 AM and after 5:00 PM, Monday through Friday, and all hours worked on Saturdays, Sundays and City holidays will be considered non-standard hours. The Contractor will be required to notify the City Engineer or Project Manager or his or her authorized representative, in writing, a minimum of 24 hours in advance when planning to work non-standard work hours, which must be approved in advance by the City Engineer or Project Manager and the Contract Administrator. Any work necessary during non-standard hours to maintain project schedules, due to Contractor delay, shall be performed without additional cost to HAS. Other Work to be performed during non-standard hours that is directed by the City Engineer or Project Manager shall be at the Coefficient for non-standard working hours.
- 1.19.2 The proposed Coefficient factors shall be "net" (e.g. 1.0) or a percentage decrease from (e.g. .95) or increase to (e.g. 1.2) the unit prices in the Unit Price Book. The actual pricing will be based on the unit rates contained in the Unit Price Book, including applicable Coefficient factor set forth above and the quantities agreed to by the Contractor and the City Engineer or Project Manager.
- 1.19.3 The Contractor's proposed price coefficient factors shall be inclusive of all costs including but not limited to the following:
- 1.19.3.1 Overhead;
- 1.19.3.2 Profit (prime and subcontractors);
- 1.19.3.3 Insurance;
- 1.19.3.4 Compliance with all laws including but not limited to environmental laws, protection and safety;
- 1.19.3.5 Tax laws;
- 1.19.3.6 Protection or moving of City property;
- 1.19.3.7 Administrative Work;
- 1.19.3.8 Submittals;
- 1.19.3.9 Price quotations;
- 1.19.3.10 Contractor adjustments to the City's Unit Prices;
- 1.19.3.11 Daily removal of demolished Materials, Clean-Up and Job Site Covering;
- 1.19.3.12 All waste and excess materials;
- 1.19.3.13 Permits, licenses, badges and fees; The JOC Contractor's PM(s) shall apply to receive Customs Clearance badge and Airport badges within 30 days of the agreement.
- 1.19.3.14 Mobilization and close-out for total contract and each WO;

**ATTACHMENT B
PROPOSED FEES (COEFFICIENT
FACTORS) RFP NO.: H93-JOC-2023-016**

COMPLETE, DATE, SIGN AND INCLUDE THIS FORM IN THE PROPOSAL IN TAB 9 – PROPOSED FEES (COEFFICIENT FACTORS)

Name of Proposing Firm: _____

By: _____
(Print Name)

(Print Title)

Authorized Signature: _____

Date Signed: _____

Proposed Coefficient Factors – Unit Price Book Pre-Priced Items		
Contract Year	Standard Hours Coefficient	Non-Standard Hours Coefficient
1		
2		

Proposed Coefficient Factors – Unit Price Book Non Pre-Priced Items		
Contract Year	Standard Hours Coefficient	Non-Standard Hours Coefficient
1		
2		

End of Attachment B

ATTACHMENT C
SAMPLE AGREEMENT
(Attachment Separately)

ATTACHMENT D
REQUIRED SUBMITTAL CHECKLIST

Item #	REQUIRED SUBMITTAL	Check ()
1	Table of Contents	
2	TAB 1 – Transmittal Letter	
3	TAB 2 – Description of Firm	
4	TAB 3 – Executive Summary	
5	TAB 4 – JOC Experience, Safety Records, Claim History	
6	TAB 5 – Management Plan	
7	TAB 6 – Contractor's Representative	
8	TAB 7 – Relationship with Subcontractors	
9	TAB 8 – References	
10	TAB 9 – Proposal Pricing – Attachment B – Fees (Coefficient Factors)	
11	TAB 10 – Financial Stability (To be submitted in separate sealed envelope)	
12	TAB 11 – PART VI: City Required Documents – 14.0 Forms to be Submitted with Proposal:	
13	Exhibit A – 00455 Ownership Information Form	
14	Exhibit B – 00457 Conflict of Interest Questionnaire	
15	Exhibit C – 00460 Pay or Play Acknowledgement Form	
16	Exhibit D – 00480 Reference Verification Form	
17	Exhibit E – 00481 Anti-Collusion Statement	
18	Exhibit F – Attachment “A”: Schedule of M/WBE Participation	
19	Exhibit F – Attachment “B”: M/WBE Letter of Intent	
20	Exhibit F – Attachment “C”: Certified M/WBE Subcontract Terms	
21	Exhibit F – Attachment “D”: Office of Business Opportunity M/WBE Utilization Report	
22	Exhibit H – 00600 List of Proposed Subs	
23	Exhibit Q – Contact Directory Form	
24	Exhibit R – Statement of Residency	
25	Exhibit S – Offer and Submittal	
26	Exhibit T – Contract and Contract Exception Chart	
27	Exhibit U – Declaration of Hire Houston First Designation	
28	ATTACHMENT A – Scope of Services	
29	ATTACHMENT C – Sample Contract	
30	TAB 12 – ATTACHMENT D – Required Submittal Checklist	

End of Attachment D