



**CITY OF HOUSTON  
HOUSTON AIRPORT SYSTEM  
REQUEST FOR QUALIFICATIONS (RFQ)  
SOLICITATION NO.: RFQ H37-OCAPS-2022-003  
ON-CALL AVIATION PLANNING SERVICES FOR  
HOUSTON AIRPORT SYSTEM (HAS)**

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**Date Issued:** October 22, 2021

**Pre-Submittal Conference:** November 2, 2021 @ 10:00 A.M., CST  
Microsoft Teams Video-Conference  
Web Meeting Address: <https://bit.ly/3baSfm5>

**Questions Deadline:** November 5, 2021 @ 12:00 P.M. (noon), CST

**Statement of Qualification  
Due Date:** December 7, 2021 @ 2:00 P.M., CST

**Solicitation Contact Person:** Andre' Morrow, C.P.M., CPPB  
Sr. Procurement Specialist  
Supply Chain Management, Houston Airport System  
[andre.morrow@houstontx.gov](mailto:andre.morrow@houstontx.gov)

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**Project Summary:** The Houston Airport System is seeking Statements of Qualifications from experienced and qualified firms to provide On-Call Aviation Planning Services (OCAPS) for the HAS at George Bush Intercontinental Airport (IAH); William P. Hobby Airport (HOU); And Ellington Airport (EFD) and various other properties.

**NAICS Code:** 541310, 541330, 541611

**DBE Goal:** 25%

DocuSigned by:

*Jerry Adams*

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Jerry Adams  
Chief Procurement Officer  
City of Houston

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## **PART I – GENERAL INFORMATION**

### **1.0 GENERAL INFORMATION**

1.1 The Houston Airport System ("HAS") serves the City of Houston and the greater Houston Region- including the ten counties comprising the Metropolitan Statistical Area of Houston-with a population close to six million.

A department of the City of Houston, HAS operates three airport facilities: George Bush Intercontinental Airport, William P. Hobby Airport and Ellington Airport ("IAH", "HOU", and "EFD" respectively). In 2019, pre-pandemic, HAS handled nearly 60 million passengers, is one of the world's largest public airport systems, and positions Houston as a major international passenger and cargo gateway. Houston enjoyed non-stop passenger air service to more than 100 domestic and nearly 70 international destinations.

### **2.0 PURPOSE**

2.1 The purpose of this solicitation is to identify successful contractors through submission of qualifications for on-call aviation planning services in support of activities and operations at facilities owned and operated by the City of Houston including George Bush Intercontinental Airport, William P. Hobby Airport, Ellington Airport, and various other properties.

2.2 The on-call aviation planning services will cover a broad spectrum of aviation planning activities normally expected at a large multi-airport system including such activities as:

- a. Technical Planning – Airfield, Terminal, Landside, Support Facilities.
- b. Airport master planning support.
- c. Support to the capital improvement program and Airport Improvement Program (AIP) for grants.
- d. Support to the individual aviation planning project studies.
- e. Support to Airport Spatial Information Services (ASIS/GIS).
- f. Environmental activities related to development, demographics, economic impacts, management of aviation planning data.
- g. Aviation planning support to airport management.
- h. Other activities normally associated with aviation planning at large commercial and general aviation airports.

2.3 HAS will select multiple prime firm led teams for these assignments.

2.4 A contract resulting from this RFQ would have a term of three (3) years with two (2) 1-year options to extend.

### **3.0 MINIMUM QUALIFICATIONS OR REQUIREMENTS**

#### **3.1 Prior Master Plan / On-Call Experience**

3.1.1 The prime firm for each of these teams must have served as the prime contractor on at least three (3) master plans (guided by FAA Advisory Circular 150/5070) and/or on-call aviation planning assignments at a top 30 airport as defined by the 2019 Airport Council International (ACI) North American Airports Passenger Ranking List (see Appendix) during the past seven (7) years.

3.1.2 This requirement must be met by the prime firm and may not be met by a combination of firms on a team.

3.1.3 Respondent shall clearly identify the Project(s) listed in Section 7.1 - Firm Project Experience that are being submitted as proof that it to meets Pass/Fail Criteria.

3.2 **DBE Compliance**

3.2.1 As referenced in PART V, 14.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.

3.3 **Financial Capabilities**

3.3.1 As referenced in Section 7.7 Financial Capabilities, submitted audited financial statements for the last two years.

4.0 **SOLICITATION SCHEDULE**

4.1 The following schedule has been established for this Solicitation process. The City reserves the right to modify the schedule during the Solicitation process. Changes/Updates will be posted the HAS website: <https://www.fly2houston.com/biz> via Letter(s) of Clarification.

<b>EVENT</b>	<b>DATE</b>
Date of RFQ Issued	October 22, 2021
Pre-Submittal Conference	November 2, 2021
Questions from Respondents Due to City	November 5, 2021
<b>Statement of Qualifications Due from Respondents</b>	<b>December 14, 2021</b>
Notification of Intent to Award (Estimated)	February 15, 2022
Council Agenda Date (Estimated)	March 30, 2022
Contract Start Date (Estimated)	April 14, 2022

**PART II – SCOPE OF SERVICES**

5.0 **PROJECT DESCRIPTION**

5.1 This is neither an engineering contract nor an architectural services contract.

5.2 Over the course of the contract, it is expected that a wide variety of skills and capabilities in aviation planning relating to airports will be required. Assignment of work will be determined by the needs of the HAS Planning & Capital Development Group and the needs of the individual airports. Some assignments are anticipated and are generally described below. Other assignments will be formulated as needs arise. Detailed scopes of work and cost estimates will be prepared on an individual basis for each assignment and Letters of Agreement (LOA) executed prior to the issuance of a notice-to-proceed on any assignment.

5.3 On-call aviation planning services will include activities that directly support any of the work assigned to the Planning & Capital Development Group, Houston Airport System. These activities are quite broad and to some extent dependent on the results of on-going plan studies and changing trends in the aviation industry. Work to be completed under this contract includes, but is not limited to, the following list of assignments:

5.3.1 Provide technical support in the preparation and maintenance of the annual capital improvement program for the entire airport system to include scope development and detailed cost estimates.

5.3.2 Provide technical support in the development of the annual Airport Improvement Program (AIP) grant program.

- 5.3.3 Provide technical support to the Planning & Capital Development and Infrastructure Division staff in preparing and implementing master plans at each of the airports.
- 5.4 The successful firms must also be capable of responding to potential assignments in all of the following areas:
  - 5.4.1 Developing Project Definition Manuals (PDM)/Project Definition Documents (PDD), and Technical Memorandums.
  - 5.4.2 Preparing aviation activity forecasting.
  - 5.4.3 Planning for runway and taxiway reconfigurations, greenfield, extensions.
  - 5.4.4 Preparing studies for terminal expansions, renovations.
  - 5.4.5 Modeling airfield and airspace movements.
  - 5.4.6 Modeling terminal passenger movements.
  - 5.4.7 Modeling vehicle and roadway activities and preparing access studies.
  - 5.4.8 Researching trends in the aviation industry.
  - 5.4.9 Conducting passenger surveys.
  - 5.4.10 Developing master plans, Airport Layout Plan (ALP) updates.
  - 5.4.11 Preparing aviation planning reports on multi-modal transportation issues such as light rail, commuter rail, high speed rail, cruise terminal – airport interactions, and other modes with which the airport may interact directly or indirectly.
  - 5.4.12 Supporting On-Call Environmental team in analyzing environmental issues and preparing environmental documentation relating to specific construction projects encompassing issues relating to air quality, wetlands, historic preservation, noise, water quality, or other categories covered under the National Environmental Protection Act or other applicable state and federal regulations.
  - 5.4.13 Part 150 study tasks including mapping.
  - 5.4.14 Providing CAD, 3D Modeling, and Rendering support as needed during peak periods.
  - 5.4.15 Providing presentation graphics support as needed.
  - 5.4.16 Assisting in the preparation of requests for qualifications on other aviation planning projects as needed.
  - 5.4.17 Providing technical support to the HAS Infrastructure Division in its interaction with federal, state, local, semi-public, and private agencies and groups.
  - 5.4.18 Conducting plan reviews as required.
  - 5.4.19 Preparing project schedules.
  - 5.4.20 Preparing phasing concept plans for airfield, terminal, landside, and support facilities.
  - 5.4.21 Preparing cost estimates and various economic analyses.
  - 5.4.22 Facilitating technical public review sessions.
  - 5.4.23 Providing other planning tasks as needed.
- 5.5 The successful firms will not be required to locate a staff member on-site but will be expected to quickly respond to service requests, via phone, video conference or via local team resources.

## **5.6 ADDITIONAL PROJECT REQUIREMENTS**

- 5.6.1 The Consultant shall furnish all labor, equipment, and supervision necessary to perform the assigned work and services in a timely manner, as requested and ordered in writing by the HAS Director of Planning & Capital Development or delegate, in accordance with provisions of the resulting Agreement.

## **PART III – EVALUATION AND SELECTION PROCESS**

### **6.0 EVALUATION AND SELECTION PROCESS**

- 6.1 Submission of a Statement of Qualifications (SOQ) in response to this RFQ indicates Respondent's acceptance of the evaluation process and the evaluation criteria described herein.
- 6.2 Responses will be evaluated by an Evaluation Committee consisting of City of Houston personnel. The Evaluation Committee may include non-voting, non-City personnel to observe the process and will be appointed by the HAS Airport Director. Evaluation will be based on the evaluation criteria contained herein.
- 6.3 The award of the contract(s) will be made to the Respondent(s) whose SOQ submittal demonstrated competence and qualifications to perform the services, and best meets the needs of the City. The City reserves the right to reject any offer if the qualifications submitted fails to satisfy the City.
- 6.4 The City reserves the right to request clarifying information from and ask additional questions of any individual Respondent at any time during the evaluation process. The City reserves the right to check references on any projects performed by the respondent whether provided by the Respondent or known by the City.
- 6.5 The procedure to be used in the On-Call Aviation Planning Services selection process is described in the following steps:
- 6.5.1 **Step ONE of the selection process:**
- 6.5.1.1 SOQs from Respondents responding to the RFQ will be reviewed and evaluated. The Evaluation Committee will score and rank the Respondents based on the criteria listed in Section 6.7.1 and as further described throughout this RFQ.
- 6.5.2 **Step TWO of the selection process:**
- 6.5.2.1 With reference to the selection committee's ranking, at the discretion of HAS, a short-list of Respondents may be called on to participate in an Oral Presentation/Interview with the project Evaluation Committee. If this step is used, the firm's Key Personnel will be expected to play a significant role(s) in the Oral Presentation/Interview(s). Short-listed firms will be limited to six (6) participants in the interview and will be permitted to present a maximum of a 20-page handout to the Evaluation Committee.
- 6.5.2.2 Respondents will be notified in writing of the date/time and location of their interview if it has been chosen for further consideration.
- 6.5.2.3 After the oral presentations/interviews are completed, the Evaluation Committee will rank the short-listed Respondents separately based on the results of the interview and recommend the firms with which negotiations should begin.
- 6.5.3 **Step THREE of the selection process:**
- 6.5.3.1 After Step TWO (or Step ONE if no presentation/interview is required), the City will commence contract negotiations with the most qualified Respondent(s) based upon the sample contract attached to this RFQ. The selected firms will enter into negotiations with HAS to develop a detailed scope of services, cost schedule, and Agreement contract terms and conditions. Respondent shall provide the City with any

comments, as described in Section 24.0 Exceptions To Terms And Conditions, it has regarding the sample contract. If negotiations result in agreement, HAS will seek City Council action for approval of the proposed contract.

6.5.3.2 Notwithstanding the foregoing, the City makes no representation that an award will be made as a result of this RFQ. The City reserves the right to award a contract for all or any portion of the project requirements addressed in this RFQ, award multiple contracts, or to reject any and all responses if deemed to be in the best interest of the City and to re-advertise. Also, the City reserves the right to waive any formalities or technical inconsistencies or delete any requirements from this RFQ when deemed by the City to be in its best interest.

6.5.3.3 Any failure by the Respondent to acquaint itself with the available information will not relieve it from the obligation of entering into a contract with the City should it be the successful Respondent. The City shall not be responsible for any conclusions or interpretations made by the Respondent of the information made available by the City in this RFQ or independent of this RFQ.

**6.6 Evaluation Summary**

6.6.1 Each Submittal received will be reviewed for documentation of minimum qualifications, completeness, adherence to the RFQ requirements, and in accordance with the evaluation criteria set forth herein. Submittals from Respondents that meet the Minimum Qualifications will be evaluated. City representatives may also request additional documentation in order to seek clarification of the submittal, and/or request one or more oral interviews with Respondents, and/or perform site visits in order to clarify Respondents’ qualifications and capabilities for this Project. HAS, at its sole discretion may choose to develop a shortlist of Respondents for further consideration.

**6.7 Evaluation Criteria and Scores**

The following criteria will be used in the evaluation and selection of the On-Call Aviation Planning Services (OCAPS) Respondent(s) to assess and document the degree to which the Statements of Qualifications submitted meets that criterion and the requirements contained in the OCAPS Scope.

6.7.1 **Respondents meeting the Minimum Qualifications of this RFQ shall be evaluated as follows:**

<b>EVALUATION CRITERIA</b>	<b>MAX SCORE</b>
<b>Firm’s Background and Experience Providing Similar Services to Other Airport Operators</b>	<b>40</b>
<b>Background And Experience Of Key Personnel</b>	<b>20</b>
<b>Management Approach and Understanding of Scope Requirements</b>	<b>25</b>
<b>Sub-Consultants</b>	<b>15</b>
<b>Minimum Qualifications</b>	<b>Pass/Fail</b>
<b>DBE Compliance</b>	<b>Pass/Fail</b>
<b>Financial Capabilities</b>	<b>Pass/Fail</b>
<b>TOTAL POINTS</b>	<b>100</b>

## **7.0 EVALUATION CRITERIA**

### **7.1 FIRM'S BACKGROUND AND EXPERIENCE PROVIDING SIMILAR SERVICES TO OTHER AIRPORT OPERATORS (40 Points)**

- 7.1.1 Respondent shall provide a description of a minimum of three (3) projects master plans and/or on-call aviation planning assignments at a top 30 airport during the past seven (7) years. This requirement must be met by the prime firm and may not be met by a combination of firms on a team. Points will be awarded based on the firm's specialized experience in relation to the scope and extent of respondent's knowledge and understanding of the issues warranting the proposed project.
- 7.1.2 The SOQ submittal shall be evaluated based on the extent to which the Respondent's prior experience satisfies the solicitations' requirements, including but not limited to, the published minimum experience, desired specifications, and services requirements, as expressed in this RFQ.
- 7.1.3 Points will be awarded based on proposed team's ability to demonstrate the successful implementation of On-Call Aviation Planning Services that the proposed team has been responsible for, including a listing of individuals involved.
- 7.1.3.1 Respondent should describe how they meet or exceed the requirements and qualifications relevant to the Scope of Service outlined in this document.
- 7.1.3.2 Respondent should provide prior experience examples and discuss their ability to meet Owner's budget and schedules on compatible representative aviation on-call planning projects. If available, letters of reference reflecting the firm's prior experiences should be provided.
- 7.1.3.3 Respondent should include any examples of creative aviation on-call solutions or innovative approaches to problems the Respondent has applied.
- 7.1.3.4 Respondent should provide and discuss their past performance of representative projects and its proposed consultants.
- 7.1.3.5 Respondent should include any examples of creative solutions or innovative approaches to problems in their Statement of Qualifications.

### **7.2 BACKGROUND AND EXPERIENCE OF KEY PERSONNEL (20 Points)**

- 7.2.1 Provide a complete description of the Respondent's organization/staffing to be assigned to HAS, including a detailed list of qualifications for the principal in charge who would be responsible for the day-to-day handling of the HAS account, as well as resumes of in-house personnel responsible for supporting the principal in charge. Respondent should also describe its team's knowledge of airport planning and operations, public finance, and FAA regulations, policies, and procedures. Respondent(s) should submit the same information for contracted professionals and/or sub-consultants, if any.
- 7.2.2 Provide an organizational chart showing the principal in charge in relation to the support team for this contract inclusive of the sub-consultants. Please include the primary role of each sub-consultant on the team.
- 7.2.3 Provide name and contact information for primary contact with contractors' organization.
- 7.2.4 Submit detailed resumes for the proposed project manager and key staff personnel including key personnel of sub-consultants. Key personnel are those likely to be assigned to various tasks as described in the potential Scope of Services for Call Aviation Planning Services.
- 7.2.5 Respondent should highlight the role that the key personnel will take in the composition of the team and general allocation of responsibilities throughout the team. The statement of qualifications must demonstrate the availability and degree of commitment of the key personnel proposed for Call Aviation Planning Services.



- 7.2.6 Include a description of their qualifications, experience, position description, and the length of employment with the Respondent or sub-consultant, and a Matrix of key personnel experience working with other team members and subconsultants.
- 7.2.7 Include a list of programs and/or services the Key Personnel have supported or developed. Include dates, locations, scopes, values, and specific roles.
- 7.3 MANAGEMENT APPROACH AND UNDERSTANDING OF SCOPE REQUIREMENTS (25 Points)**
- 7.3.1 The Contractor's proposed solution and overall methodology to successfully provide the Scope of Services will be assessed on effectiveness and thoroughness, feasibility, and responsiveness of the described management approach to the Scope's requirements.
- 7.3.2 Prepare a description of the Respondent's management and organizational approach and methods for performing and providing the required Scope of Services.
- 7.3.3 Points will be awarded based on the proposer's ability to describe (i) unique challenges to this and similar airports, and (ii) opportunities to overcome these challenges.
- 7.3.4 Respondent should highlight the role that the project manager will take in the composition of the team and general allocation of responsibilities throughout the team.
- 7.3.5 The SOQ will be evaluated on the adequacy and effectiveness of the described management approach to the Scope's requirements; on the extent to which the proposed solution meets the needs of the City, including but not limited to, the desired services, project goals and objectives, as expressed in this RFQ.
- 7.3.6 The Respondent should specify their approach to the On-Call Aviation Planning Services scope and provide evidence of their clear and concise understanding and how the management approach supports HAS requirements. The Respondent should be knowledgeable of standard solutions applicable to project issues as well as being able to offer innovative ideas. It is also important that the Respondent demonstrate an ability to synthesize technical information and communicate this information in verbal, written or graphic form.
- 7.3.7 The SOQ should also outline the Respondent's management approach to the Project and how key issues related to the requested services will be addressed. It should include major tasks to be completed as well as a brief description of the resources proposed to complete each task, identifying the Respondent's ability to ensure timely, high quality, cost effective completion of the Work.
- 7.3.8 The SOQ should, at a minimum:
- 7.3.8.1 Describe Respondent's overall approach to the Project.
- 7.3.8.2 Provide a general work plan that describes how the Respondent will organize and conduct the Project. This plan shall include all major phases of the Project.
- 7.3.8.3 Provide a description of the Respondent's approach and methodology for managing work tasks and coordination, sequencing and control systems to accomplish the Work.
- 7.3.8.4 Describe how Respondent would work with HAS's project team to successfully complete the Project.
- 7.3.8.5 Describe how the Respondent's project team will achieve project objectives.
- 7.3.8.6 Respondent must discuss and provide documentation to support professional examples of success in utilizing the proposed management approach to meet schedules.

- 7.4 SUB-CONSULTANTS (15 Points)**
- 7.4.1 Describe the qualifications of each sub-consultant that the respondent plans to retain to perform work. Describe the type of work which will be assigned to each sub-consultant and the estimated percentage of the total Agreement value that each sub-consultant will perform. Meaningfully, select experienced sub-consultants so as to fully utilize them precisely as stipulated in your SOQ.
- 7.4.2 Describe sub-consultant selection and collaborative management strategy.
- 7.4.2.1 Describe the basis for selection of proposed sub-consultants included on respondent's team and a narrative description of the role each will play for this Project.
- 7.4.2.2 Describe any prior working relationship with each selected sub-consultant and identify the strength they bring to the team.
- 7.4.2.3 Describe how prime firm/Joint Venture and proposed sub-consultants will adopt a collaborative approach to coordination, resolving issues, driving decision-making, and facilitating management and efficient information flow to deliver the requested Scope of Services.
- 7.4.3 Respondent should provide examples and outcomes demonstrating their firm's past performance in meeting DBE goals.
- 7.4.4 Respondent should discuss their proposed methodology and intentions regarding assignment of qualified DBE Subs for this project.
- 7.5 MINIMUM QUALIFICATIONS (Pass/Fail)**
- 7.5.1 As referenced in PART I, Section 3.0 MINIMUM QUALIFICATIONS OR REQUIREMENTS.
- 7.6 DBE COMPLIANCE (Pass/Fail)**
- 7.6.1 As referenced in PART V, Section 14.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.
- 7.7 FINANCIAL CAPABILITIES (Pass/Fail)**
- 7.7.1 **Respondent shall submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of its Financial Statements. Provide one (1) USB thumb drive of the Financials submitted.**
- 7.7.2 Respondent shall provide audited financial statements if they are available. If audited financial statements are not available, Respondent must provide tax returns and along with unaudited or reviewed financials for the last two (2) years.
- 7.8 Additional Related Services**
- 7.8.1 In submitting its SOQ, Respondent(s) shall indicate a willingness to negotiate future potential, additional services deemed appropriate and compatible for On-Call Aviation Planning Services, as provided herein, or deemed necessary and/or desirable by the City.

**PART IV – SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)**

**8.0 INSTRUCTIONS FOR SUBMISSION**

- 8.1 Number of Copies. Submit one (1) original (marked original) signed in BLUE ink by the authorized person that is binding the Respondent (OCAPS) Firm and eight (8) hard copies and eight (8) electronic copies (USB thumb drives) of its Statement of Qualifications. Submittals are to be submitted in a sealed package, or box bearing assigned Solicitation Number, located on the first page of this RFQ document

to:

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

- 8.2 The City shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their submission to the HAS Supply Chain Management any time prior to the stated deadline.
- 8.3 City reserves the right to extend the due date for this RFQ as deemed necessary and in its best interests. Any postponement of the due date will be issued by Letter of Clarification (LOC) to this RFQ. The submission of a SOQ does not in any way commit HAS to enter into an agreement with that Respondent or any other Respondent.
- 8.4 City reserves the right to cancel this RFQ, accept or reject, in whole or in part any all or Submittals received in the best interest of the HAS.
- 8.5 Submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of Firms' Financial Statements.
- 8.6 NOTE: The word "ORIGINAL" shall be stamped on the outside cover and shall contain all of the original documents as specified;
- 8.7 All submittals must be labeled on the outside of the box with the Respondent's name and the name of the project. To enable the City to efficiently evaluate the SOQ(s), it is MANDATORY that Respondent follow the required format in preparing their Submittal.
- 8.8 **Time for Submission**. Submissions shall be submitted no later than the date and time indicated for submission within this RFQ. Late submittals will not be considered and will be returned unopened.
- 8.9 **Format**. Submission should be left-bound with information on both sides of the page when appropriate. Pages shall be no larger than letter-size (8 ½" by 11") or folded to that dimension, twice letter size (11" by 17"). Each section (defined above) shall be separated by a tabbed divider. Document text should be in ARIAL 10 point or New Times Roman 12, but must be consistent throughout the document. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
- 8.10 **Complete Submission**. Respondents shall carefully review all requirements and submit all documents and information as instructed within this RFQ. Incomplete submissions may result in submissions being deemed non-responsive and may not be considered for further evaluation.
- 8.11 **Packaging and Labeling**. Respondent's package shall clearly indicate the name of Respondent, title and number of RFQ, and a due date and time for submission deadline. All listed submission requirements shall be included within the submitted response.

## 9.0 **SUBMISSION REQUIREMENTS**

**Each SOQ shall be organized in the following order:**

### 9.1 **OUTSIDE COVER**

- 9.1.1 This shall contain the name of the RFQ "**H37-OCAPS-2022-003, On-Call Aviation Planning Services**", the name of the Respondent firm, and the submittal date. Remember to label the original documents as "ORIGINAL" on the outside cover.

**9.2 TABLE OF CONTENTS**

**9.3 TAB 1 – TRANSMITTAL LETTER (2 pages maximum)**

9.3.1 Submit a transmittal letter to Cathy Vander Plaats, Procurement Officer, City of Houston. The transmittal letter shall state: "The Statement of Qualifications is valid for 270 days, and that the signer of the document is authorized by the Respondent to sign the document."

9.3.2 The letter shall contain the name and role of all individuals proposed for the Team, and the Respondent must certify that all Key Personnel were selected based on demonstrated competence and qualifications.

9.3.3 The letter must include a statement committing the availability of all Key Personnel identified in the RFQ to perform the work.

9.3.4 One copy of the transmittal letter shall contain the original signature of the team lead.

9.3.5 The Respondent's transmittal letter must acknowledge the receipt of all RFQ Letters of Clarification.

**9.4 TAB 2 – DESCRIPTION OF FIRM**

9.4.1 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.

9.4.2 Respondent is required to submit and demonstrate their eligibility satisfying the Minimum Qualifications or Requirements as referenced in PART I, Section 3.0, Minimum Qualifications or Requirements.

9.4.3 Respondent is required to submit and demonstrate their current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. For the Respondent and each sub-consultant on a team, list office address, total number of employees, number of both professional and support employees located at those offices.

**9.5 TAB 3 – EXECUTIVE SUMMARY**

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

9.5.1.1 Provide complete legal name of the Respondent, the name of the legal entities that comprise the Respondent, and all proposed subcontractors. The Respondent 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 Respondent is made up of more than one firm, the legal relationship between these firms must be described.

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

**9.6 TAB 4 – FIRM'S BACKGROUND AND EXPERIENCE PROVIDING SIMILAR SERVICES TO OTHER AIRPORT OPERATORS, Refer to Section 7.1.**

**9.7 TAB 5 – BACKGROUND AND EXPERIENCE OF KEY PERSONNEL, Refer to Section 7.2.**

**9.8 TAB 6 – METHODOLOGY AND APPROACH TO SCOPE OF SERVICES, Refer to Section 7.3.**

**9.9 TAB 7 – SUB-CONSULTANTS, Refer to Section 7.4.**

**9.10 TAB 8 – OTHER CITY ORDINANCES, POLICIES AND EXECUTIVE ORDERS**

9.10.1 Respondent should familiarize themselves with pertinent ordinances, policies and executive orders that relate to contracting with the City. Reference PART VII – City Required Documents for listing. The Respondent shall not delete, modify, or supplement the printed matter on the City required forms, or make substitutions thereon.

**9.11 TAB 9 – ADDITIONAL INFORMATION**

9.11.1 The Respondent is invited to describe any particular aspects of its organization or submittal that, by way of background, experience, unique qualifications, or other basis would set it apart from the competition in its ability to accomplish the Scope of Services.

9.11.2 The material presented in the submittal to address the above topics is expected to clearly reflect qualifications that demonstrate the Respondent’s knowledge, experience, and ability to provide the services contemplated as specified.

9.11.3 If the Respondent believes any information, data, process or other material in its Submittal should be considered by the City to be confidential or proprietary, the Respondent shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.

**9.12 TAB 10 – FINANCIAL CAPABILITIES (submit in a separate sealed envelope); Refer to Section 7.7.**

**PART V – SPECIAL CONDITIONS**

**10.0 ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION**

10.1 Respondents who provide false or misleading information, whether intentional or not, in any documents presented to City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would in effect, render the entire document suspect and therefore useless.

10.2 Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

10.3 INTERVIEWS - If interviews are needed, short-listed Respondents may be given instruction for interviews. These interviews will focus on clarifying and amplifying Respondent’s Submittal, which may include, but not limited to, identification of the Respondent’s program approach, and appraisal of personnel who will be directly involved in the project.

10.4 INQUIRIES - Please do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

10.5 COST OF RFQs - City will not be responsible for costs incurred by anyone in the submittal of SOQ(s) or for any costs incurred prior to the execution of a formal contract.

10.6 CONTRACT NEGOTIATIONS - This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of services, fees, insurance coverage’s, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project, City may include a “key persons” clause during contract negotiations.

10.7 CONFIDENTIAL INFORMATION - All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their SOQ are subject to the

provisions of the Texas Open Records Act and may be made public. CONFIDENTIAL or SENSITIVE information should not be included in the RFQ.

- 10.8 This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City to pay for any cost incurred in the preparation of a submission or of any costs incurred prior to the execution of a final contract.
- 10.9 In the event that a mutually agreeable contract cannot be negotiated between the consultant and City, then City reserves the right to select the next qualified firm.
- 10.10 No debriefings by City staff to unsuccessful Respondents will occur until after the award of a contract by the Houston City Council to the recommended team(s).
- 10.11 The Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order 1-31, Revised 3/1/95) requires that all contractors who are awarded City contracts for labor or services comply with the compliance with the Executive Order (EO) and will have to file the following documents with the Aviation Department's Contract Compliance Officer for Drug Testing (CCODT) prior to award.
  - 10.11.1 A copy of the Respondent's drug-free workplace policy
  - 10.11.2 A Drug Policy Compliance Agreement substantially in the format described in the EO, together with a designation of safety impact positions.
  - 10.11.3 If applicable, a Certification of No Safety Impact Positions substantially in the format described in the EO.
- 10.12 The successful respondent will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the firm is not delinquent in any debt owed to the City of Houston (taxes, fines, fees, etc.).

## **11.0 NO-CONTACT PERIOD**

- 11.1 Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. 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 bidder'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, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
- 11.2 Guidance
  - Interested parties should always contact the designated City Representative regarding the substance of this procurement. It is permissible to also contact the following, based on the specific circumstances:
  - 11.2.1 Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the City Representative for this procurement.

- 11.2.2 Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.
- 11.2.3 Communications with the City Legal Department regarding contract terms after notification of intent to award are permissible.

**12.0 RIGHT TO VERIFY INFORMATION**

- 12.1 The Houston Airport System reserves the right to:
  - 12.1.1 Evaluate the RFQ's submitted;
  - 12.1.2 Waive any irregularities therein;
  - 12.1.3 Select Respondents for the submittal of more detailed information;
  - 12.1.4 Request supplemental or additional information as necessary
  - 12.1.5 Accept any SOQ submittal or portion of a submittal;
  - 12.1.6 Contact others to verify information provided in the submittal; and/or
  - 12.1.7 Reject any or all Respondents submitting RFQs, should it be determined in HAS' best interests.

**13.0 EQUAL OPPORTUNITY EMPLOYMENT**

- 13.1 The City of Houston Code of Ordinances, Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFQ will provide that the failure to carry out the requirements set forth in the City's 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.

**14.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

- 14.1 In accordance with Chapter 15 of the City of Houston's Code of Ordinances, Supplier/Lessor/Professional Service Provider represents to be an equal opportunity employer and agrees to abide by the terms of the Ordinance. This certification is required of all Suppliers/Lessors/Professional Service Providers providing goods or service to this project with agreements \$50,000 or more. Any contract for professional services that results from this RFQ 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.

**14.2 DBE Compliance**

Equal Employment Opportunity and Disadvantaged Business Enterprise (DBE)

Participation Any contract awarded as a result of this RFQ may be funded in part by grants from the United States Department of Transportation, Federal Aviation Administration (FAA). This procurement will be subject to regulations required by the FAA and City of Houston Ordinances with regard to minority participation.

The City of Houston Ordinance No. 78-1538 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Ten Thousand Dollars (\$10,000) or more. Any contract for professional services that results from this RFQ 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.

The City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the Department of Transportation (DOT), 49 CFR Part 26. The City may receive Federal financial assistance from the DOT for this Project and as a condition of receiving this assistance, the City will sign an assurance that it shall comply with 49 CFR Part 26. It is the policy of the DOT and the City to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts.

Consultant shall make Good Faith Efforts, as defined in City of Houston Ordinance No. 99893 and 49 CFR Part 26, to subcontract 25% of the dollar value of the prime contract to small business concerns at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of each class of voting stock outstanding and 51% of the aggregate of all stock outstanding is owned by one or more such individuals, and whose management and daily business operations are controlled by the socially and economically disadvantaged individuals who own it. "Socially and economically disadvantaged individual" means a U.S. citizen (or a lawfully admitted permanent resident of the United States) who is:

1. Any individual who the City finds to be socially and economically disadvantaged on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged: "Black Americans," "Hispanic Americans," "Native Americans," "Asian-Pacific Americans," "Subcontinent Asian Americans," "Women," or any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

If the Consultant fails to achieve the contract goal, it will be required to provide documentation demonstrating that it made Good Faith efforts.

Include the names and addresses of any DBE firms which the Respondent intends to retain and the percentage and Scope of Services each would perform. Include a copy of the certification letter issued by the Mayor's Office of Contract Compliance for each DBE firm. (Instructions to Respondents of a current DBE Certification Form issued by the City of Houston's Affirmative Action and Contract Compliance Division.

DBE Obligation (49 CFR Part 26.7). The City shall never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Parts 23 and 26 on the basis of race, color, sex, or national origin.

14.3 DBE subcontracts must contain the terms set out in **Exhibit F, Attachment III (DBE Subcontract Terms)**.

## **15.0 PROTESTS**

15.1 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. See AP 5-12 <https://www.houstontx.gov/adminpolicies/5-12.pdf>.

## **16.0 CERTIFICATE OF INTERESTED PARTIES**

16.1 In accordance with Texas Gov't Code §2252.908, the successful Respondent 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/filinginfo/1295/>.

The successful Respondent 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 certificate.



No later than 30 days after the contract's effective date, the City will upload the successful respondent's completed Form 1295. The TEC will post the Contractor's completed Form 1295 within seven (7) business days of receipt.

For your reference, Form 1295 is attached as part of this document (Exhibit P).

## **17.0 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

### **17.1 *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.

### **17.2 *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.

### **17.3 *Anti-Boycott of Firearm Entities or 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.

### **17.4 *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.

### **17.5 *Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing.***

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

### **17.6 *SB 943 - Public Information And Disclosure Of Certain Contracting Information.***

"The requirements of Subchapter J, Chapter 552, Government Code (<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552>), 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."

## **PART VI – INSTRUCTIONS TO PROPOSERS**

### **18.0 PRE-SUBMITTAL CONFERENCE**

Pre-Submittal Conference shall be held at the date, time, and location as indicated on the first page of the RFQ document. Interested Respondent(s) should plan to attend. It will be assumed that potential Respondent(s) attending this meeting have reviewed the RFQ in detail and are prepared to bring up any substantive questions not already addressed by the City. Attendance is highly recommended but is not mandatory.

**19.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES**

19.1 **Requests for additional information and questions should be addressed via email to the HAS Sr. Procurement Specialist, André Morrow, C.P.M., CPPB: [andre.morrow@houstontx.gov](mailto:andre.morrow@houstontx.gov) no later than 12:00 P.M. (noon), CST by November 5, 2021.** Emailed questions should include the solicitation name and title in the subject line. The City shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

**20.0 LETTER(S) OF CLARIFICATION**

20.1 All Letters of Clarification and interpretations to this solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFQ should be used in preparing Submission responses.

20.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

**21.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

21.1 Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a Submission to ensure that the Submission meets the intent of this RFQ.

21.2 Before submitting a Submission, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

**22.0 EXCEPTIONS TO TERMS AND CONDITIONS**

22.1 All Exceptions included with the Submission shall be submitted in a clearly identified separate Section of the Submission in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Respondent's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

22.2 All Exceptions that are contained in the Submission may negatively affect the City's Submission evaluation based on the evaluation criteria as stated in the RFQ, or result in possible rejection of Submission.

**23.0 POST-SUBMISSION DISCUSSIONS WITH RESPONDENT(S)**

23.1 It is the City's intent to commence final negotiation with the Respondent(s) deemed most advantageous to the City. The City reserves the right to conduct post-Submission discussions with any Respondent(s).

## **PART VII – CITY REQUIRED DOCUMENTS AND ATTACHMENTS**

### **24.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS SUBMITTAL**

- 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 “I”: Schedule of DBE Participation
- Exhibit F – Attachment “II”: DBE Letter Of Intent
- Exhibit F – Attachment “III”: Certified DBE Subcontract Terms
- Exhibit F – Attachment “IV”: Mayor’s Office of Business Opportunity DBE Utilization Report
- Exhibit H – 00600 List of Proposed Subs
- Exhibit Q – Contact Directory Form
- Exhibit R – Statement Of Residency
- Exhibit S – Offer And Submittal
- Exhibit T – Contract and Contract Exception Chart
- ATTACHMENT B – Required Submittal Checklist

### **25.0 FORMS TO BE SUBMITTED BY THE SUCCESSFUL 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

**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>

### **26.0 ATTACHMENTS**

- ATTACHMENT A – SAMPLE CONTRACT
- ATTACHMENT B – REQUIRED SUBMITTAL CHECKLIST

## Exhibit A

Document 00455

### OWNERSHIP INFORMATION FORM

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

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

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

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

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

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

#### INSTRUCTIONS

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

00455-1  
12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

**Project or Matter Being Bid:** \_\_\_\_\_

**Bidder's complete firm/company business information**

Name: \_\_\_\_\_

Business Address [No./Street] \_\_\_\_\_

City / State / Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

**Bidder's email address**

Email Address: \_\_\_\_\_

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE** IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

**TEX. GOV'T CODE** §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business\* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**TEX. GOV'T CODE** §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

\* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER  
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of \_\_\_\_\_ statute is attached.

**NOTE:** The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

00455-2  
12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

---

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LISTING OF ADDRESSES

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

---

Address

---

Address

---

Address

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

00455-3  
12/23/2019

LISTING OF OFFICERS

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

Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address
Name .	_____	_____	_____
	Officer		Address

LISTING OF DIRECTORS OR MEMBERS

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

Name .	_____	_____	_____
	Director or Member		Address
Name .	_____	_____	_____
	Director or Member		Address
Name .	_____	_____	_____
	Director or Member		Address
Name .	_____	_____	_____
	Director or Member		Address
Name .	_____	_____	_____
	Director or Member		Address

00455-4  
12/23/2019

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

**IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. Do NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.**

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**Contracting Entity:**

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

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.*

**Owner(s) of 10% or More (IF NONE, STATE "NONE."):**

Name: \_\_\_\_\_  
Business Address [No./Street] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Residence Address [No./Street] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_

**Owner(s) of 10% or More (IF NONE, STATE "NONE."):**

Name: \_\_\_\_\_  
Business Address [No./Street] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Residence Address [No./Street] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

00455-5  
12/23/2019



OPTIONAL: TAX APPEAL INFORMATION

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

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

Status of Appeal [**DESCRIBE**]:

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

REQUIRED: UNSWORN DECLARATION

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

<b>Preparer's Signature</b>	<b>Date</b>
<b>Printed name</b>	
<b>Title</b>	

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

00455-6  
12/23/2019

**EXHIBIT B – 00457 CONFLICT OF INTEREST QUESTIONNAIRE**

Document 00457

**Conflict of Interest Questionnaire**

\*\*\*\*\*

Print out latest version (Amended 06/29/2007 or later) of the CIQ form from website listed below:

\*\*\*\*\*

Local Government Code Chapter 176 requires Bidders with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston.

The Conflict of Interest Questionnaire is available for downloading on the Texas Ethics Commission’s website at: <http://www.ethics.state.tx.us/forms/CIQ.pdf> The completed Conflict of Interest Questionnaire will be posted on the City Secretary’s website. Also you will find a list of the City Local Government Officers on the City Secretary’s website.

For your convenience the CIQ form is attached as part of this document. Although the City has provided this document for the Bidders convenience, it is the Bidders responsibility to submit the latest version of the CIQ form as promulgated by the Texas Ethics Commission.

The Failure of any Bidder to comply with this law is a Class C misdemeanor.

END OF DOCUMENT

00457  
3-3-201

**EXHIBIT B – 00457 CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>  	<p>Date Received</p>  	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>  		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <p align="center">             _____              Signature of vendor doing business with the governmental entity         </p> <p align="right">             _____              Date         </p>		

## EXHIBIT B – 00457 CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

EXHIBIT C – 00460 PAY OR PLAY ACKNOWLEDGEMENT FORM

Form POP- 1



City of Houston  
Pay or Play Program  
Acknowledgement Form



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

**\*Fill out all information below and submit this form with your bid/proposal packet.**

\_\_\_\_\_  
Solicitation Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**Note: For more information contact your POP Liaison or the POP Contract Administrator. All contact information can be found on [www.houston.tx.gov](http://www.houston.tx.gov) →Departments→Office of Business Opportunity→Pay or Play.**

**Exhibit D – 00480 Reference Verification Form**

**1.0 REFERENCES**

- 1.1 Contractor must be able to demonstrate that it has sufficient expertise, qualified personnel experienced and that their company has done or currently providing the services of similar size as specified in the statement of work. Contractor must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submission of their bid.
  
- 1.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of bid submittal.

**LIST OF CURRENT/PREVIOUS CUSTOMERS**

- 1. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_
  
- 2. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_
  
- 3. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit D – 00480 Reference Verification Form**

<b>SAMPLE</b>	<b>REFERENCE VERIFICATION</b>
Houston Airport System	
Planning, Design & Construction	
Reference Verification for _____ (Respondent's Company Name)	
<b>Name of Company:</b>	
<b>Name of Contact:</b>	
<b>Phone Number of Contact:</b>	
<b>E-Mail Address of Contact:</b>	
<b>QUESTIONS TO BE ASKED BY HOUSTON AIRPORT SYSTEM</b>	
1. When did this company perform work for you?	
2. What type of service did this company perform for you?	
3. Did they perform the work as agreed?	
4. Was the company timely with responding to your needs?	
5. How many instances of services has this company provided for you?	
6. Did company representatives conduct themselves in a professional manner?	
7. Would you do business with this company again?	
Additional Comments:	
Name/Phone Number of Person conducting Reference Verification:	
SIGNATURE: _____ DATE: _____	

**ANTI-COLLUSION STATEMENT**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature



## **Exhibit F**

City of Houston

Disadvantage Business Enterprise Requirements

Exhibit F – Attachment “I” – Schedule of DBE Participation

Exhibit F – Attachment “II” – DBE Letter Of Intent

Exhibit F – Attachment “III” – Certified DBE Subcontract Terms

Exhibit F – Attachment “IV” – Office of Business Opportunity and Contract Compliance  
DBE Utilization Report

**Exhibit F – Attachment “I”: Schedule of DBE Participation**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

2	1 NAME OF DBE SUBCONTRACTOR	3 OFFICE OF BUSINESS OPPORTUNITY	5 STREET ADDRESS AND CITY, STATE, ZIP CODE	6 TELEPH ONE NO.	7 SCOPE OF WORK	8 AGREE PRICE
9	10					TOTAL . . . . .
	.....					\$ _____
	DBE PARTICIPATION AMOUNT . . . . .					\$ _____%

**EXHIBIT F- ATTACHMENT "I" (CONTINUED): SCHEDULE OF DBE PARTICIPATION**

11 IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S DBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).


12 THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

13

14 **NOTE:**

15 **ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS**

---

**BIDDER COMPANY NAME**

---

**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER**

---

**NAME (TYPE OR PRINT)**

---

**TITLE**

Exhibit F – Attachment “II”: DBE Letter Of Intent

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston  
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

M/WBE Participation Amount: \$ \_\_\_\_\_ M/WBE GOAL \_\_\_\_\_ %

1. \_\_\_\_\_ agrees to perform work/supply goods and/or  
(Name of Minority/Women Business Enterprise)  
Services in connection with the above-named contract and \_\_\_\_\_ as:  
Name of Prime Contractor

- (a) \_\_\_\_\_ An Individual
- (b) \_\_\_\_\_ A Partnership
- (c) \_\_\_\_\_ A Corporation
- (d) \_\_\_\_\_ A Joint Venture

2. \_\_\_\_\_ status is confirmed by M/WBE Directory made  
(Name of Minority/Women Business Enterprise)  
available through the City of Houston Office of Business Opportunity. Certificate No.: \_\_\_\_\_.

3. \_\_\_\_\_ and \_\_\_\_\_  
(Name of Prime Contractor) (Minority/Women Business Enterprise)  
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the  
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
(Signed -- Prime Contractor)

\_\_\_\_\_  
(Signed -- Minority/Women Business Enterprise)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## Exhibit F – Attachment “III”: Certified DBE Subcontract Terms

Contractor shall insure that all subcontracts with DBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**”  
16 and contain the following terms:

\_\_\_\_\_(DBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).

\_\_\_\_\_(DBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:

- a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
- b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
- c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
- d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

17 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant DBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

18 The DBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837- 9000, 611 Walker, 7<sup>th</sup> Floor, Houston, Texas 77002.

**Exhibit F – Attachment “IV”: Mayor’s Office of Business Opportunity DBE Utilization Report**

PROJECT NAME & NUMBER: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

LIAISON/PHONE NO.: \_\_\_\_\_

DBE GOAL: \_\_\_\_\_

DBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

▪ Submit by the 15th day of the following month.  
 Provide support documentation on all revenues paid to end of the report period to:  
 DBE's to reflect up/down variances on Contract amount.

Use additional pages if needed.  
 Office of Business Opportunity  
 ATTN: Marsha Murray 832.393.0600  
 611 Walker, 7<sup>th</sup> Floor

**Exhibit G – 00501 Resolution of Contractor**

Document 00501

**RESOLUTION OF CONTRACTOR**

\_\_\_\_\_ (“Contractor”),  
(Name of Contractor, e.g., “Biz. Inc.”, “Biz LLP”)  
is a \_\_\_\_\_,  
(Type of Organization, e.g.: Corporation, Limited Partnership, Limited Liability Partnership, Limited Liability Company, etc.)  
which is bound by acts of \_\_\_\_\_,  
(Name and Form of Governing Entity, e.g., “Biz Inc. Board of Directors”, “Bill Smith, GP”, etc.)  
 (“Governing Entity”).

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Entity resolved, in accordance with all documents, rules, and laws applicable to the Contractor, that \_\_\_\_\_, is authorized to act as the

(Contractor’s Representative)  
Contractor’s Representative in all business transactions (initial one) \_\_\_\_\_ conducted in the State of Texas OR \_\_\_\_\_ related to this Contract; and

The Governing Entity warrants that the above resolution (a) was entered into without dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c) is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Authorized Signature for Governing Entity)

\_\_\_\_\_  
(Print or Type Name and Title of Authorized Signatory)

**SWORN AND SUBSCRIBED** before me on \_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_  
Expiration Date Print or Type Name of Notary Public

INSTRUCTIONS: Contractor must execute a Resolution of Contractor for each individual authorized to sign Contract Documents related to this Contract. Contractor may rescind Resolutions of Contractor through a written document in similar form.

END OF DOCUMENT







07-01-2013

**Exhibit I**

Document 00601

**DRUG POLICY COMPLIANCE AGREEMENT**

I, \_\_\_\_\_, \_\_\_\_\_,  
Name Title

of \_\_\_\_\_  
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**END OF DOCUMENT**

**Exhibit J – 00606 No Safety Impact Positions**

Document 00606

**CONTRACTOR'S CERTIFICATION OF  
NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT**

**BEFORE ME**, the undersigned authority, on this day personally appeared

\_\_\_\_\_ ,  
Affiant

who being by me duly sworn on his oath stated that he is \_\_\_\_\_

Title

of \_\_\_\_\_

Contractor

and that no employee safety impact positions, as defined in §5.17 of Executive Order  
No. 1-31, will be involved in performing \_\_\_\_\_

Project

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of  
Personnel if any safety impact positions are established to provide services in performing this City  
Contract.

\_\_\_\_\_  
Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or Type Notary Public Name

My Commission Expires: \_\_\_\_\_  
Expiration Date

END OF DOCUMENT

**Exhibit K – 00620 Affidavit of Insurance**

Document 00620

**AFFIDAVIT OF INSURANCE**

**BEFORE ME**, the undersigned authority, on this day personally appeared

\_\_\_\_\_, who  
Affiant

being by me duly sworn on his oath stated that he is \_\_\_\_\_, of  
Title

\_\_\_\_\_,  
Contractor's Company Name

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

\_\_\_\_\_  
Affiant's Signature

SWORN AND SUBSCRIBED before me on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or type Notary Public name

My Commission Expires: \_\_\_\_\_  
Expiration Date

END OF DOCUMENT

Exhibit L – 00621 Certificate of Insurance ACORD Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (OFF. OR HOME)	MAIL (OFF. OR HOME)
INSURED	EMAIL ADDRESS	
	INSURANCE ENDORSEMENTS COVERAGE	SLIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADD. FORMS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	CLAIMS MADE					AGGREGATE
						PERIOD ENDORSEMENT
						PER POLICY (Any one person)
	PERSONAL & ADVISORY					
	GENERAL AGGREGATE					
	PRODUCTS - COMPROP AGG.					
	POLICY	PROD. LOC.				
AUTOMOBILE LIABILITY	ANY AUTO					COMBINED SINGLE LIMIT
	ALL OWNED AUTOS					PER OCCURRENCE
	NON-OWNED AUTOS					BODILY INJURY (Per person)
	HIREN AUTOS					BODILY INJURY (Per occurrence)
	UMBRELLA LIMIT					PROPERTY DAMAGE (Per occurrence)
	EXCESS LIMIT					PER PERSON
	OWN. RESIDENTIAL					
WORKERS COMPENSATION AND EMPLOYER LIABILITY	ANY PROPERTY DAMAGE/BIODIVERSITY OFFENSES/BIODIVERSITY					WC STATUS
	MANUFACTURE IN NYS					OTH
	IF you describe under DESCRIPTION OF OPERATIONS below					W.L. EACH ACCIDENT
						W.L. DISEASE - SA EMPLOYER
						W.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Print or ACORD 101. Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

Form POP-2



City of Houston  
 Certification of Compliance with  
 Pay or Play Program



Contractor Name: \_\_\_\_\_ \$ \_\_\_\_\_  
 (Contractor/Subcontractor) (Amount of Contract)

Contractor Address: \_\_\_\_\_

Project No.: [GFS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name] \_\_\_\_\_

POP Liaison Name: \_\_\_\_\_

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only, and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

\*Required

I hereby certify that the above information is true and correct.

Contractor (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Name and Title (Print or type) \_\_\_\_\_

Exhibit N – 00631 Pay or Play Program

City of Houston  
Pay or Play Program  
List of Subcontractors

Form POP-3



Prime Contractor: \_\_\_\_\_ POP Contact Person: \_\_\_\_\_  
 Project Number/Description: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Note: Include ALL subcontractors (use additional form if necessary)

Subcontractor Name	Supplier Y/N?	Amount of Subcontract	Check One				Contact Person	Phone	Email Address	Mailing Address
			Pay	Play	Both (Pay and Play)	N/A				

\*If the above information is found to be submitted fraudulently with the intent to bypass or deceive the purpose of the Pay or Play Program the contractor will be held liable for all compliance requirements from the inception of the contract. All subcontracts that surpass the \$200,000.00 threshold will be responsible for Pay or Play compliance from the inception of the contract.

**Affidavit**

I hereby solemnly affirm, certify and confirm that the total sub-contract value stated above is the final value of the contract (\*) including all material costs, fuel, payroll, taxes, fees, profit sharing, labor or any payments in relation to the contracted work and no separate payment or contract has been made for the sub-contract under contract no. \_\_\_\_\_. The above sub-contract value includes all the costs related to work under the contract. The contractor and sub-contractor(s) agree to inform The Mayor's Office of Business Opportunity of any related cost(s) added to the contracted work and re-submit POP-3 with the current value of the sub-contract. I understand that compliance with "Pay or Play" program is mandatory and nothing has been hidden to circumvent the program requirements.

\_\_\_\_\_  
 Contractor Authorized Representative & Title Date  
 Name & Signature

Document 00631

OBO 7/3/2012

List of

Subcontractors (POP-3) Program

**Exhibit O – 00632 Certification by Professional Service Provider**

Document 00632

**CERTIFICATION BY PROPOSED MATERIAL SUPPLIERS,  
LESSORS, AND PROFESSIONAL SERVICE PROVIDERS  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Company Name: \_\_\_\_\_ \$ \_\_\_\_\_  
(Supplier, Lessor, Professional Service Provider) (Amount of Contract)

Company Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Page/URL Address: \_\_\_\_\_

Company Tax Identification Number: \_\_\_\_\_

Project Name & No.: \_\_\_\_\_

Materials/Services Provided: \_\_\_\_\_

In accordance with Chapter 15 of the City of Houston’s Code of Ordinances, Supplier/Lessor/Professional Service Provider represents to be an equal opportunity employer and agrees to abide by the terms of the Ordinance. This certification is required of all Suppliers/Lessors/Professional Service Providers providing goods or service to this project with agreements \$50,000 or more.

Yes  No Supplier agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age.

Yes  No Supplier agrees that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

Yes  No Supplier will comply with all provisions of **Executive Order No. 11246** and rules, regulations and applicable orders of the Department of Labor or other Federal Agency responsible for enforcement of applicable equal opportunity and affirmative action provisions and will likewise furnish all information and reports required by the Mayor or Contract Compliance Officers for the purpose of investigation to ascertain and effect compliance with the City of Houston’s Office of Business of Opportunity.

Yes  No The Supplier shall file and cause their sub-tier contractors to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor or Contract Compliance Officers. Compliance reports filed at such times as directed shall contain information including, but not limited to, the practices, policies, programs, and employment policies.

I hereby certify that the above information is true and correct.

\_\_\_\_\_  
COMPANY OFFICER (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME AND TITLE (Print or type)

**END OF DOCUMENT**



**Exhibit P – 00636 Certificate of Interested Parties Form 1295**

Document 00636

**Certificate of Interested Parties**

In accordance with Texas Gov't Code §2252.908, the successful bidder 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>.

The successful bidder 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.

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

For your reference, Form 1295 is attached as part of this document.

**END OF DOCUMENT**

**Exhibit Q – Contact Directory Form**

**RESPONDENT CONTACT DIRECTORY**

NAME	POSITION/TITLE	MAILING ADDRESS	Office/Mobil PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

The purpose of the Respondent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Respondent. This Respondent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer’s team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFQ; and
2. Respondent Key Personnel (as appropriate) listed in the Submittal.

**Exhibit R - Bidder's Statement Of Residency**

The City may not award a contract for general construction, services, or purchases to a Nonresident Bidder unless Nonresident's Bid is lower than the lowest Bid submitted by a responsible Texas Resident Bidder by the same amount that a Texas Resident bidder would be required to underbid the Nonresident Bidder to obtain a comparable contract in the state in which Nonresident's principle place of business is located.

1. This certifies that the Bidder, \_\_\_\_\_, is a State of Texas Resident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(4) (Vernon 2016).

\_\_\_\_\_  
Signature Title

"Texas Resident Bidder" means a bidder whose principal place of business is in this State, and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in this State. *When bidder cannot sign 1, above, proceed to 2.*

2. a. \_\_\_\_\_ is a resident of \_\_\_\_\_ and is a Nonresident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(3) (Vernon 2016).

\_\_\_\_\_  
Signature Title

"Nonresident Bidder" means a bidder whose principal place of business is not in this State, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this State.

b. The State of \_\_\_\_\_ [does/does not] have a state statute giving preference to resident bidders.

\_\_\_\_\_  
Signature Title

If the answer to 2.b is that your state does have a statute giving preference to resident bidders, then you must provide a copy and proceed to 3.

3. A copy of the State of \_\_\_\_\_ statute is attached.

\_\_\_\_\_  
Signature Title  
\_\_\_\_\_  
Date

**Exhibit S - Offer And Submittal**

NOTE: SUBMISSION MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE RESPONDENT, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

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

Respectfully Submitted:

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

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

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## Exhibit T - Contract And Contract Exception Chart

This Contract Exception Chart shall be included with the Submittal. Below, is an example Exception Chart, which is included for illustrative purposes only.

ITEM No.	CONTRACT SECTION	CONTRACT LANGUAGE <sup>1</sup>	REVISED LANGUAGE IN RED-LINE FORMAT <sup>2</sup>	EXPLANATION
1	Monthly Invoices	Contractor shall submit weekly invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Contractor shall submit <del>weekly</del> <u>monthly</u> invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Respondent's system is set up to bill on a monthly basis.
2	Contract Term	This Agreement is effective on the Countersignature Date and remains in effect for 2 years unless sooner terminated under this Agreement ("Initial Term").	This Agreement is effective on the Countersignature Date and remains in effect for <del>2-years</del> <u>3 years</u> unless sooner terminated under this Agreement ("Initial Term").	Respondent's proposal will require 3 years to complete

Unless a Respondent agrees with and can fulfill all of the conditions and requirements in a contract clause, Respondent must state the exceptions to the clause in this chart and suggest proposed modifications to the specific contract language with which the Respondent disagrees or for which Respondent is unable to satisfy the condition or requirement, including an explanation of the revision (if any). If Respondent does not list an item as a contract exception on this chart, the City reserves the right to hold the Respondent accountable to perform in strict compliance with the proposed contract, if awarded to Respondent.

**Explanation Box:** Respondent should include an explanation to accompany the exception (e.g. the revised language), unless the revision is self-explanatory. Explanations may address a variety of matters, including, but not limited to:

- Distinguishing attributes or benefits associated with the response;
- Rationale for Respondent's revisions;
- Limitations, special conditions or deviations requested by Respondent;
- Additional descriptive information;
- Suggestions for services or features in addition to those requested by City of Houston; and
- Any matter that Respondent believes would be helpful to the City in reviewing the exception.

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<sup>1</sup> Note that this language is merely illustrative and does not necessarily represent any actual language in the RFP or Terms and Conditions related to the RFP. Respondent shall include the exact language from the RFQ or the Terms and Conditions in this column.

<sup>2</sup> The examples of redlined language are merely illustrative and do not indicate language that the City would or would not accept or be willing to agree to.

**ATTACHMENTS**

**ATTACHMENT A – SAMPLE CONTRACT**

**ATTACHMENT B – REQUIRED SUBMITTAL CHECKLIST**

**ATTACHMENT "A"**

**SAMPLE CONTRACT**

**(Attached Separately)**

**ATTACHMENT B**  
**REQUIRED SUBMITTAL CHECKLIST**

Item #	REQUIRED SUBMITTAL	Check (√)
1	Table of Contents	
2	TAB 1 – 1 – Transmittal Letter	
3	TAB 2 – Description of Firm	
4	TAB 3 – Executive Summary	
5	TAB 4 – FIRM'S BACKGROUND AND EXPERIENCE PROVIDING SIMILAR SERVICES	
6	TAB 5 – METHODOLOGY AND APPROACH TO SCOPE OF SERVICES	
7	TAB 6 – Background And Experience Of Key Personnel	
8	TAB 7 – Other City Ordinances, Policies and Executive Orders (Items 10-27)	
9	PART VII – City Required Documents (EXHIBITS A – F, H, and Q -T), and ATTACHMENT A	
10	Exhibit A – 00455 Ownership Information Form	
11	Exhibit B – 00457 Conflict of Interest Questionnaire	
12	Exhibit C – 00460 Pay or Play Acknowledgement Form	
13	Exhibit D – 00480 Reference Verification Form	
14	Exhibit E – 00481 Anti-Collusion Statement	
15	Exhibit F – Attachment “I”: Schedule of DBE Participation	
16	Exhibit F – Attachment “II”: DBE Letter Of Intent	
17	Exhibit F – Attachment “III”: Certified DBE Subcontract Terms	
18	Exhibit F – Attachment “IV”: Mayor’s Office of Business Opportunity DBE Utilization Report	
19	Exhibit H – 00600 List of Proposed Subs	
20	Exhibit Q – Contact Directory Form	
21	Exhibit R – Statement Of Residency	
22	Exhibit S – Offer And Submittal	
23	Exhibit T – Contract and Contract Exception Chart	
24	ATTACHMENT A – Sample Contract	
25	TAB 8 – Additional Information (If any)	
26	TAB 9 – Financials (To be submitted in separate sealed envelope)	
27	TAB 10 – ATTACHMENT B - Required Submittal Checklist	