



**CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
Request For Qualifications (RFQ)
SOLICITATION NO.: HOA-13R-31L-2023-024
REHABILITATION OF RUNWAY 13R-31L AT HOU
WILLIAM P. HOBBY AIRPORT (HOU)**

Date Issued: May 26, 2023

Pre-Submittal Conference: June 8, 2023, at 1:30 P.M., (CT)
7800 Airport Blvd, Houston, TX
HOU Conference Room A, located on the Ticketing Level near the Delta check-in counter.
A site visit will take place immediately after the Pre-Submittal meeting.

Questions Deadline: June 20, 2023 at 3:00 P.M., (CT)

Solicitation Due Date: August 1, 2023 at 10:30 A.M., (CT)

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Project Summary: The objective of this Project is to seek a qualified design firm who can provide design services in connection with the reconstruction of the existing Runway 13R-31L per FAA Airplane Design Group ADG-III standards. The Runway will be designed to accommodate maximum expected traffic levels and a foreseeable variety of aircraft for the next 30 years of service. All work shall be designed to meet FAA/COH standards and procedures.

OBO Goal: DBE 2%

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CA

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Jediah Greenfield
Chief Procurement Officer

5/25/2023 | 11:59 CDT

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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.
- 1.2. 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, HAS handled nearly 60 million passengers. It is one of the world's largest public airport systems and positions Houston as a major international passenger and cargo gateway. Houston enjoys non-stop passenger air service to more than 100 domestic and nearly 70 international destinations.
- 1.3. The work shall consist of existing pavement condition evaluation, geotechnical, subsurface utility engineering, environmental, topographic surveys, traffic load and design alternatives analysis, life cycle cost studies and recommendations, and other professional technical services defined during negotiations.
- 1.4. The development of cost-effective design solutions and construction documents will be based on the decisions taken on the study phase report. Estimates of probable construction cost and schedule, as well as work phasing recommendations to minimize construction interference with airfield operations will also be required both during the study phase and the design phase.

2.0 PURPOSE

- 2.1 The objective of this Project is to provide design services in connection with the reconstruction of the existing Runway 13R-31L per FAA Airplane Design Group ADG-III standards. The Runway will be designed to accommodate maximum expected traffic levels and a foreseeable variety of aircraft for the next 30 years of service. All work shall be designed to meet FAA/COH standards and procedures.

3.0 MINIMUM QUALIFICATIONS OR REQUIREMENTS

- 3.1 This requirement must be met by the prime firm and may not be met by a combination of firms on a team.
 - 3.1.1 Respondent must have, and maintain, an active License to Perform Professional Engineering Services in the State of Texas.
 - 3.1.2 Respondent must have and maintain the minimum insurance coverage and liability limits as outlined in this Request for Qualifications.
- 3.2 **Airport Taxiway/Runway Design Experience**
 - 3.2.1 Respondent must include a minimum of 1 (one) project that demonstrate relevant experience, scope and effectiveness in designing to budget a runway/taxiway construction and/or runway/taxiway reconstruction, similar in size and scope, for

which Respondent has provided services.

3.3 **DBE Compliance**

3.4 As referenced in PART V, 17.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.

3.5 **Financial Capabilities**

3.5.1 As referenced in Section 9.19 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 on the HAS website: <https://www.fly2houston.com/biz> via Letter(s) of Clarification.

EVENT	DATE
Date of RFQ Issued	May 26, 2023
Pre-Submittal Conference	June 8, 2023
Questions from Respondents Due to City	June 20, 2023
Statement of Qualifications Due from Respondents	July 27, 2023
Notification of Intent to Award (Estimated)	October 10, 2023
Council Agenda Date (Estimated)	February 2, 2024

PART II –SCOPE OF SERVICE

5.0 INTRODUCTION

5.1. This Project aims to reconstruct the existing Runway 13R-31L per FAA Airplane Design Group ADG-III standards. The Runway will be designed to accommodate maximum expected traffic levels and a foreseeable variety of aircraft for the next 30 years of service. All work shall be designed to meet FAA/COH standards and procedures.

5.2. The anticipated value of the construction budget is approximately \$101,500,000.00, a portion of which may be funded with the FAA/AIP Grant. Project documentation and procedures should follow FAA standards and requirements as well as the Houston Airport System (HAS) design standards. All construction, incidental to this Project is planned to be accomplished through the award of a single contract.

- 5.3. The Engineering Firm (Engineer) shall prepare a preliminary engineering study phase (Phase I) to develop alternative solutions, layout, constructability, and operational phasing, and report on the results before the final design(s). The studies will be documented by a written Preliminary Engineering Report (PER). It will include results of investigations, the Engineer's assessments, recommended design solutions, construction budget estimates corresponding to the various upgrade alternatives, schedules, exhibits, and illustrations. During the study phase, the Engineer will be required to hold periodic meetings with the project team to discuss progress, conditions encountered, and other matters bearing on the Project, as well as to obtain clarifications, decisions, and coordination/support to further his work in an orderly manner. Upon completion of this phase (30% review submittal), the City will choose the upgrade alternative to be designed by the Engineer.
- 5.4. During the final design phase, (Phase II) formal review submittals will be required at approximately 65%, 95%, and 100% design progress levels. These submittals will include drawings, specifications, and semi-detailed cost estimates corresponding to the level of design development. A Final Engineering Report (FER) shall be submitted at the end of the design phase, and a revision, if necessary, after construction is complete. Periodic meetings with the project team are normally held also during these phases.
- 5.5. During the construction phase the Engineer will furnish (Phase III) services defined in the standard City of Houston A/E Consultant Contract documents. The services envisioned generally include periodic observation of the work, consulting with HAS concerning its quality, execution, and changes needed, review of shop drawings, submittals, test reports review, issuing clarifications or change documentation, construction quality coordination, attending weekly progress meetings, participate in the design aspects of construction issues, and prepare final inspection punch-list.

6.0 SCOPE OF SERVICES

6.1. GENERAL

- 6.1.1. The work shall consist of existing pavement condition evaluation, geotechnical, subsurface utility engineering, environmental, and topographic surveys, traffic load and design alternatives analysis, life cycle cost studies and recommendations, and other professional technical services defined during negotiations. The development of cost-effective design solutions and construction documents will be based on the decisions taken in the study phase report. Estimates of probable construction cost and schedule, as well as work phasing recommendations to minimize construction interference with airfield operations, will also be required both during the study phase and the design phase.

6.1.2. The Engineer is responsible to obtain plans review and agency approvals before the work is advertised for construction bids and updating construction and record documents to "As-Built" condition.

6.2. WORK ELEMENT

6.2.1. Specifically, the services will consist of all actions needed incidental to the accomplishment of the design for the project consisting of the following major work elements:

6.2.1.1. The Engineer shall evaluate existing pavement condition of Runway 13R-31L and associated Taxiway connectors including high-speed exits and come up with a recommended solution based on current FAA design criteria and anticipated traffic load and aircraft mix for the next 30 years of design life.

6.2.1.2. Replacement and improvement of the existing runway pavement sections where the new taxiway ties in, if needed, without changing the runway's structural integrity.

6.2.1.3. Consultant shall evaluate horizontal and vertical geometry for compliance with the latest applicable FAA Advisory Circular(s).

6.2.1.4. Replacement and improvement of existing cross-connector taxiways including high-speed exits surfacing with concrete pavement without changing the taxiways' structural integrity.

6.2.1.5. All electrical work shall comply with the latest applicable revision of the NEC – National Electric Code, NFPA -70E, IEEE, the Illuminating Engineering Society of North America - IES, FAA 150 series of airport advisory circulars (latest), and the HAS Electrical Standards.

6.2.1.6. The HAS electrical superintendent shall coordinate and approve All electrical field work.

6.2.1.7. All communication work shall be coordinated and approved by FAA/HAS IT Department. All communication work shall follow FAA/HAS standards and specifications. This includes but is not limited to communication duct bank, cabling, electronic equipment, etc.

6.2.1.8. Submittals shall include the following, at a minimum:

6.2.1.8.1. Preliminary Engineering Report -30% document.

6.2.1.8.2. 65%, 95%, and 100% bid documents.

6.2.1.8.3. Final Engineering Report.

6.2.1.8.4. Technical specifications.

- 6.2.1.8.5. Catalog cuts; and
- 6.2.1.8.6. Construction details.
- 6.2.1.9. Installation / Replacement of Runway/Taxiways signage and lights- LED is recommended to be used for all airfield lights.
- 6.2.1.10. HAS shall provide and approve the LED and light fixtures manufacturer list.
- 6.2.1.11. Installation of light fixtures, cable, spacers, multi-hole adapter rings, and transformers, where applicable along Runway/Taxiways shall meet the FAA/HAS standards and requirements.
- 6.2.1.12. All signs and panels shall comply with the latest FAA requirements.
- 6.2.1.13. Evaluate lighting circuits for loading capacity and quality of infrastructure and make recommendations.
- 6.2.1.14. Review and make recommendations on associated in-field drainage analysis.
- 6.2.1.15. The Engineer shall review and provide recommendation designs to support a potential future relocation of Runway 13R's threshold with proper electrical infrastructures for centerline and TDZ lightings.
- 6.2.1.16. The project anticipates Federal Grant (AIP) for design and construction. All the design and construction-related documentation shall meet Federal Grant requirements.
- 6.2.1.17. All structures within the safety area of the Runways shall be aircraft rated.
- 6.2.1.18. Airport Safety is the highest priority at the airports. The project shall comply with FAA's latest Safety Management System including Operational Safety on Airports During Construction Advisory Circular AC: 150/5370-2G (or latest).
- 6.2.1.19. Design of pavement markings per the latest FAA Advisory Circular.

7.0 TECHNICAL CONSIDERATIONS

- 7.1. In general, the City desires that all work on this project reflects engineering excellence, economy, and use of proven, up-to-date technology meeting applicable codes, and engineering standards and be reasonably reflective of the established budget. It is understood the study phase investigations and analysis may develop information and/or solutions that could result in an adjustment of the current budget to assure maximum cost-benefit from this Project.

7.1.1. Pavement Design:

- 7.1.1.1. Pavement design alternatives shall be developed to meet the requirements of the latest FAA Advisory Circulars, specifically AC 150/5300-13B and AC 150/5320-6G and prudent engineering judgment of the physical condition of the various pavement areas, contributory cause of deterioration and current technical capabilities. The alternatives shall also respect the structural concept of the pavement in so far as feasible while meeting the needs of future traffic loads.
- 7.1.1.2. Anticipated airport traffic levels will be identified in coordination with HAS.
- 7.1.1.3. The Engineer shall review current and future planned ALP, and interface with planned improvements (included in HAS Project Number 770) to accomplish the project task.
- 7.1.1.4. The Engineer shall conclude the data and perform a minimal amount of additional research study/updating of the information, especially regarding aircraft mix, to assure himself of the sufficiency of the premises chosen to meet the needs of the project.
- 7.1.1.5. The Engineer will be required to perform surveys, testing, and pavement evaluations of pavement areas to be upgraded/improved to determine the actual strength and conditions that may affect design decisions. Soil studies and surveys will also be required to the extent necessary to support the evaluation and design efforts.
- 7.1.1.6. The Engineer shall prepare concrete pavement alternatives for the present and future improvements of the pavement for HAS's considerations and shall make recommendations concerning the optimum solution and timing of any future structural reinforcement that may be needed to accommodate traffic growth. The alternatives will include initial and life cycle cost projections. Pavement thickness calculations shall comply with the latest FAA Advisory Circulars.
- 7.1.1.7. Pavement markings shall meet the latest FAA Advisory Circular requirements at the time of construction. Generally, they shall include centerline striping and lead-in and hold lines. Waterborne traffic paint on asphalt and concrete surfaces; and two coats of paint should be applied to all markings. The engineer shall make recommendations on where, if at all, thermoplastics can be applied consistent with the FAA recommendations. Paint markings as a minimum shall meet the requirements of federal specifications TT-P1952D.
- 7.1.1.8. Sustainability is becoming increasingly important in preserving the longevity of airfield pavement structures. The design team should address how sustainability is provided for in both the key components of the pavement design and construction as well as elements of the program of monitoring to be carried out by HAS to assess the need for pavement maintenance. Key components of the design would include pavement support, joints, and drainage components; aspects of construction would include crack control and quality of curing. The design team should outline the key aspects of the maintenance monitoring program (including

equipment and frequency of testing) that should be undertaken to preserve the condition of the pavement structure at a high enough level to avoid the need for full-depth patch repair or joint under-sealing over the design life of the pavement structure.

- 7.1.1.9. The Engineer shall prepare a construction phasing plan including staging/haul routes.
- 7.1.1.10. SMS-SRM: Since safety at the airports must not be compromised, the Engineer shall assist in coordinating and developing SMS through the SRM process per FAA AC150/5200-37A (or latest).
- 7.1.1.11. The Engineer shall develop a Construction Safety and Phasing Plan (CSPP) per the requirement outlined in FAA Advisory Circular 150/5370-2G (or latest), and complete SRM accordingly.
- 7.1.1.12. The Engineer shall perform Sub-Surface Utility Engineering (SUE) investigation as a part of engineering studies to locate identified/unidentified utilities within the project vicinity and provide guidance to the contractor on how existing underground utilities will be located and protected.
- 7.1.1.13. The Engineer shall prepare a cost-benefit analysis and cost-comparison analysis for each proposed alternative design.
- 7.1.2. Airfield Drainage.
 - 7.1.2.1. Engineer shall perform the required drainage analysis and design recommendation based on the current standard, and the latest airport Drainage Master Plan (DMP).
 - 7.1.2.2. Engineer shall provide a life cycle cost assessment and analysis, and recommendation for the provision of an under-drainage system in the pavement along with the provision of a drainage layer in the pavement to improve pavement life.
 - 7.1.2.3. Engineer shall design re-grading as necessary to prevent stormwater intrusion into electrical and communications duct systems through MH.
 - 7.1.2.4. Engineer shall re-grade along pavement edges and improve area drainage may be necessary. Should re-grading affect manholes, markers, signage, and drainage facilities, those shall be adjusted as appropriate to the new grades or new grading designed in a manner to minimize such adjustments.
 - 7.1.2.5. All re-graded areas shall be top soiled and grassed. Solid sodding will be used along pavement edges, drainage channels, and around storm inlets including all open areas in the airfield. No strip sodding, hydroseeding, or mulching is acceptable in the airfield.

8.0 MISCELLANEOUS REQUIREMENTS/SPECIAL CONSIDERATIONS

- 8.1. The Engineer will endeavor to stay within the established budget and provide recommendations at various stages of progress of expected probable costs so that appropriate decisions/adjustments may be made by HAS. Statements of estimated construction cost (line item, unit cost, and quantities) will be submitted after the engineering study phase and with the 30%, 65%, and 95% design progress submittals.
- 8.2. Runways 4-22 must remain in operation while this project is in construction. The engineer must coordinate with multiple stakeholders-HOU Airside Operations, local Airport Traffic Control Tower (ATCT), airlines, and airport tenants as needed during the development of the construction phasing plan. Cross taxiways shall be closed one at a time if reconstruction is necessary. Some cross taxiways shall be always kept in operation and must be coordinated with HOU Airside Operations. The selected firm shall prepare a phased construction schedule concept and operations plan as part of the preliminary (30%) design submittal for HAS approval and incorporate the finalized phased construction schedule into the construction documents. Schedule and phasing of work elements shall be designed to minimize construction impact on airfield operations.
- 8.3. The Engineer will be required to produce/transcribe the design drawings onto a compact disk (CD) AUTOCAD (latest version) computer data disk and provide it as a "Deliverable" to HAS/Infrastructure in addition to the traditional "hard copy" plans and specifications.
- 8.4. Since the Project will participate in FAA/AIP funding, the Engineer should use the appropriate forms and formats in contract and design documentation for review and approval. Generally, this will require the utilization of FAA specification formats, a breakout of "eligible/non-eligible" line-item costs; the preparation of the FAA-mandated design report as well as compliance with the related procedures and coordination including but not limited to the Environmental requirements and documentation.
- 8.5. It is noted that some FAA cabling are in the project area. The Engineer shall be required to coordinate with the FAA, and IAH Sector office, to ascertain and show the general location and to make corresponding measures to assure that integrity is protected by appropriate SUI investigations with details and notes on the construction documents.

ESTIMATED PROJECT SCHEDULE
(Cumulative in Calendar Days per phase)

- | | |
|---|--|
| A. Phase I - Preliminary Design | 90 calendar days after Notice-to-Proceed. |
|
 | |
| B. Phase II – Final Design | |
| 65% Design | 60 calendar days after Notice-to-Proceed. |
| 95% Design | 100 calendar days after Notice-to-Proceed. |
| 100% (Bid Set) Design | 140 calendar days after Notice-to-Proceed. |
| Bidding/Award Services | Anticipated 40 days after completion of 100% Design. |
|
 | |
| C. Phase III – Construction Administration | Equal to total construction phasing plus 30 days. |

PART III - EVALUATION and SELECTION PROCESS

9.0 EVALUATION AND SELECTION PROCESS

- 9.1 Submission of SOQ in response to this RFQ indicates the Respondent's acceptance of the evaluation process and the evaluation criteria described herein.

- 9.2 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. Evaluation will be based on the evaluation criteria contained herein.

- 9.3 The award of the contract will be made to the Respondent offering the response which best meets the needs of the City. The City reserves the right to reject any offer if the qualifications submitted fail to satisfy the City that the Respondent is properly qualified to provide the services contemplated as specified.

- 9.4 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.

- 9.5 The provision of design professional services will require a multi-disciplined firm that can perform a wide variety of tasks and manage specialized sub-consultant firms where necessary to properly complete the tasks assigned.

- 9.6 This is a one-step or two-step process: Step one is the submittal of the respondent's qualifications and evaluation by the selection committee based upon the selection criteria contained herein.

- 9.7 If a clear, first-place respondent is selected, the city will notify all respondents and proceed to contract negotiations. In the event the selection committee does not identify a clear first-place respondent, a shortlist of up to three respondents will be selected for step two (oral presentations/interviews).
- 9.8 Additional Information:
- 9.8.1 If shortlisted, the respondent may be asked to describe any particular aspects of its organization or proposal which, by way of background, experience, unique qualifications, or another basis, sets it apart from the competition in its ability to accomplish the scope of services as stated in the RFQ.
- 9.8.2 And/or, If short-listed, the respondent may be asked to provide any additional information pertaining to the respondent's SOQ, as stated in questions that will be submitted by the selection committee prior to oral presentation/interview.
- 9.9 The procedure to be used in the PE Consultant selection process is described in the following steps:
- 9.9.1 **Step ONE of the selection process:**
- 9.9.1.1 SOQs from Respondents responding to the RFQ will be reviewed and evaluated. This review will be performed by a committee of HAS and other City employees appointed by the HAS Airport. The Evaluation Committee will score and rank the Respondents based on the criteria described throughout this RFQ.
- 9.9.2 **Step TWO of the selection process:**
- 9.9.2.1 A shortlist of Respondents may be called on to participate in an interview with the Evaluation Committee. If this step is used, the firm's designated Key Personnel will be expected to play a significant role in the interview(s).
- 9.9.2.2 Respondents will be notified in writing of the date/time and location of their interview if they have been chosen for further consideration.
- 9.9.2.3 Shortlisted Respondents will be limited to Key Personnel, not to exceed six (6) in the interview and will be permitted to present a maximum of a 20-page handout to the Evaluation Committee.
- 9.9.2.4 After the oral presentations/interviews are completed, a final ranking will be established by the Evaluation Committee.
- 9.9.3 **Step THREE of the selection process:**
- 9.9.3.1 After Step TWO (or Step ONE if no presentation/interview is required), the City will contract negotiations with the most qualified Respondent(s) based on the sample contract attached to this RFQ. As part of its Step TWO submittal, the Respondent

shall provide the City with any comments, as described in the sample contract. If negotiations result in an agreement, the proposed contract will be submitted to the City Council for approval.

9.9.3.2 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 reject any and all responses if deemed to be in the City's best interest 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.

9.9.3.3 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.

9.10 **Evaluation Summary**

9.10.1 Each Submittal received will be reviewed for documentation of minimum qualifications, completeness, and 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/ 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. Shortlisted Respondents may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to HAS. At the end of the oral presentation and/or interview, the evaluation of the shortlisted Respondents will be completed. The oral presentations and/or interviews may be recorded and/or videotaped.

9.11 **Selection Process**

9.11.1 The award of a contract(s) will be made to the Respondent(s) offering the response that best meets the City's, resulting in one contract award. The City may make investigations, as it deems necessary, to determine the capabilities of the Respondent(s) to create, modify and implement the required Scope of Services. The Respondent(s) shall furnish to the City such data as the City may request for this purpose. Upon approval of the selected Respondents, a contract will be executed by the appropriate City officials. The City reserves the right to reject any offer if the Qualifications submitted fails to satisfy City that the Respondent is properly qualified to provide the services contemplated as specified.

9.11.2 The selection of the Engineering Firm for this Project will be based on evaluating the following:

- a) Company Experience with Similar Projects
- b) Staffing/Key Personnel Experience and License
- c) Understanding the Project: Design Phase Services
- d) Understanding the Project: Construction Phase Services
- e) Quality Management System including Quality Control/Quality Assurance During Design and Construction Phases
- f) DBE Compliance
- g) Financial Capabilities

9.12 **Evaluation Criteria And Scores**

The following criteria will be used in the evaluation to assess and document the degree to which the Statements of Qualifications submitted meets that criterion and the requirements contained in this Professional Engineering Scope.

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

Evaluation Criteria	Max Score
Company Experience with Similar Projects	25
Staffing/Key Personnel Experience and License	20
Design Phase Services	20
Construction Phase Services	20
Quality Management System (Quality Control/Quality Assurance)	15
Total	100
DBE Compliance	Pass/Fail
Financial Capabilities	Pass/Fail
<u>Minimum Qualifications:</u> Airport Taxiway/Runway Design Experience	Pass/Fail

9.13 **Company Experience with Similar Projects (25 points)**

9.13.1 List all projects that meet the following criteria:

- a) Your company performed as prime on a D/B/B contract, including at least one Runway Rehabilitation project with large airport's airside operations.
- b) Estimated or actual construction cost of an Airport Rehabilitation project greater than \$10 million.
- c) Airport or Like projects in progress or completed within past five years. Identify and explain involvement with FAA criteria during design.

9.13.2 Arrange projects in descending order of contractual completion date from latest to earliest.

9.13.3 Provide the following information for each project, in the order listed:

- a) Project name and delivery method
- b) Location
- c) Scope Summary [include major similarities that would specifically qualify your company for project]
- d) Owner (name, position, address, phone, and email address)
- e) Responsibility Matrix that include each firm's role on the project
- f) Organization Chart and responsibilities for the Key staff who are executed the project
- g) Actual or Estimated Construction Cost
- h) Project Milestone including percent complete, and date completed
- i) Contractual completion date
- j) Amount of liquidated damages assessed
- k) DBE/MBE/WBE % goal and participation attained
- l) Give example where your company overcame extreme adversity, specifically with reference to demanding cost controls, schedule creep, high turnover in personnel, and the efforts your company made to overcome those problems.
- m) Brief narrative about the Quality Management System including the non-conformance items and corrective actions

9.13.4 Describe the characteristics of your company that most set it apart from others.

9.13.5 Identify aspects or elements of this Project that may pose unusual challenges including operational coordination, quality controls, fast-track construction, Design to Budget constraints, or others. Discuss how you will address such challenges.

9.13.6 Has your company ever been terminated from a project with or without cause? If so, provide details and the owner's contact name, title, telephone number, and e-mail address.

9.14 **Staffing/Key Personnel Experience and License (20 points)**

- 9.14.1 Identify the Key Personnel on the proposed Project team, including an organizational chart for Design Phase Services. At a minimum:
- n) Provide the person's name (or "Unassigned"), title, and role for each position.
 - o) Indicate supervisor/subordinate and reporting relationships.
 - p) Indicate if each position will be exclusively assigned or non-exclusively assigned to this Project.
 - q) Indicate proposed team members with prior working relationships on similar projects.
- 9.14.2 Submit (maximum 2 page) resumes for the proposed Key Personnel including key personnel of sub-contractors to be assigned to the Project (by whatever title called). At a minimum, include the following:
- r) Project Executive
 - s) General Project Manager
 - t) General Superintendent
 - u) Safety Manager
 - v) Quality control Manager
 - w) Project Controls Manager
 - x) Lead Estimator
- The resume for each of the Key Personnel shall demonstrate their qualifications and experience to perform the roles identified in the above narrative. Resumes shall include a description of training and experience in their respective areas of expertise, including their education, professional licensing, airport experience, Airport design experience, and other work experience over a minimum of five (5) years. Resumes shall indicate whether each person has previously worked with members of the proposed team on similar projects (Submit Key Personnel Resume Checklist: Attachment "F").
- 9.14.3 Key personnel identified in this submittal will be expected to remain assigned to this project for the term of the Agreement and remain on their specific assignment. Written assurance that the Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without HAS's prior written approval (Use the form in Attachment "G" - Key Personnel Commitment Letter).
- 9.14.4 Provide a staffing plan in a table format that lists all Key Personnel required to develop and implement the Design Phase and subsequent Construction Phase services.

9.15 **Design Phase Services (20 points)**

- 9.15.1 Describe your organization's concepts for working in a team relationship with the owner and agency stakeholders during the Design Phases.
- 9.15.2 Discuss methods of estimating and achieving the design-to-budget goals in the construction documents.
- 9.15.3 Describe the risk/challenges you anticipate on this project to achieve the quality, budget, and schedule requirements. Elaborate on your approach to managing these challenges.
- 9.15.4 Discuss if in previous projects you experienced like challenges and how they were successfully addressed. Discuss how those learning experiences can be incorporated into this project.
- 9.15.5 Describe in detail your quality control management plan to ensure minimal errors and omissions. Discuss the methodology of reviewing design documents for constructability.
- 9.15.6 Discuss scheduling including coordination with other planned projects in the area, coordination with HAS stakeholders, and others as may be relevant to this project. Discuss the methodology for coordination of work with airport operations, your approach to the Safety Risk Analysis, and regulatory agencies.
- 9.15.7 Discuss the approach for identifying sub-surface utilities, including security-sensitive facilities, within this project area.
- 9.15.8 Discuss the document control approach and systems used including interfacing with HAS systems.

9.16 **Construction Phase Services (20 points)**

- 9.16.1 Discuss your plan on insuring contractor submittals are consistent with the designer's assumption, requirements, and intent for the item.
- 9.16.2 How do you see your firm's role in Construction Progress Meetings?
- 9.16.3 Describe your approach to site observations, including frequency, items observed, site review reporting, and others to assist with maintaining contract compliance.
- 9.16.4 Discuss your approach to RFIs and Responses that are timely and ensure compliance without inviting scope changes.
- 9.16.5 Discuss your process for reviewing contractor proposed changes, change dominoing, and providing recommendations to the owner.

9.17 **Quality Management System (Quality Control/Quality Assurance) (15 points)**

9.17.1 Describe your approach to Quality Management System during Design and Construction

9.17.2 Describe your process for any changes in design deliverables.

9.17.3 Describe your process for controlling and mitigating any non-conformance items caused by the quality of work (provide examples)

9.17.4 Describe your process for developing as built/ record drawings

9.18 **DBE Compliance (Pass/Fail)**

As referenced in PART V, Section 17.0 DISADVANTAGE BUSINESS ENTERPRISES (DBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.

9.19 **Financial Capabilities (Pass/Fail)**

9.19.1 **Respondent is required to submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original".**

9.19.2 Respondent must provide audited financial statements if they are available. If audited financial statements are not available, Respondent must provide tax returns along with unaudited or reviewed financials for the last two (2) years.

9.20 **Airport Taxiway/Runway Design Experience (Pass/Fail)**

As referenced in Section 3.0.

9.21 **Interview/ Oral Presentation**

9.21.1 The Evaluation Committee may arrive at a short list of Respondents. Shortlisted Respondents may be scheduled for a structured oral presentation and interview where they will be asked to present their interpretation of the Project, based on information provided within the attached Scope of Services document and other referenced documents. Shortlisted Respondents may receive clarifying questions from the Evaluation Committee in advance of their oral presentation and interview. Please note that HAS is not responsible for costs associated with oral presentations and interviews.

10.0 USE OF SUBCONSULTANTS

10.1.1 It is expected that the Successful Respondent firm will assemble a team of sub-consultants that provide an adequate range of systems, services and staffing to undertake the variety of assignments described in the Scope of Services. The resources and capabilities of each member of the sub consultant team must be described in the SOQ. The proposed team of sub-consultants will be reviewed by the Evaluation Committee during the selection process.

PART IV – SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

11.0. INSTRUCTIONS FOR SUBMISSION

- 11.1. Number of Copies. Submit one (1) original (marked original) signed in **BLUE** ink by the authorized person that is binding the Respondent (OCAMS) Firm and eight (8) hard copies and ten (8) electronic copies (USB thumb drives) of its Statement of Qualifications. Submittals are to be submitted in a sealed package, or box bearing the assigned Solicitation Number, 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
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. Submit, in a separate, sealed envelope, clearly marked “Financial Statements”, one (1) stamped “Original” and one (1) copy of Firms’ Financial Statements.
- 11.6. NOTE: The word “ORIGINAL” shall be stamped on the outside cover and shall contain all of the original documents as specified.
- 11.7. All submittals must be labeled on the outside of the box with the Respondent’s Oname and the name of the project. To enable the City to efficiently evaluate the SOQ(s), it is MANDATORY that Respondents follow the required format in preparing their Submittal.
- 11.8. **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.
- 11.9. **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.

11.10 **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.

11.11 **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.

12.0 **SUBMISSION REQUIREMENTS**

Each SOQ shall be organized in the following order:

12.1 OUTSIDE COVER

12.1.1 This shall contain the name of the RFQ "**HOA-13R-31L -2023-024 Professional Engineering Design Services For REHABILITATION OF RUNWAY 13R-31L AT HOU**", the name of the Respondent firm, and the submittal date. Remember to label the original documents as "**ORIGINAL**" on the outside cover.

12.2 **TABLE OF CONTENTS**

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

12.3.1 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."

12.3.2 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.

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

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

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

12.4 **TAB 2 – DESCRIPTION OF FIRM**

12.4.1 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.

12.4.2 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.

- 12.4.3 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 Respondents and each sub-consultant on a team, list office address, total number of employees, and number of both professional and support employees located at those offices.
- 12.5 **TAB 3 – EXECUTIVE SUMMARY**
- 12.5.1 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:
- 12.5.1.1 Provide the 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, a brief history of the entity, contact name, address, and 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.
- 12.5.1.2 Prepare narrative statements that describe the Respondent's understanding of the work involved in performing the Scope of Services that is described in the Functional Specification.
- 12.6 **TAB 4 – Company Experience with Similar Projects**, Refer to Section 9.13.
- 12.7 **TAB 5 – Staffing/Key Personnel Experience and License**, Refer to Section 9.14.
- 12.8 **TAB 6 – Design Phase Services**, Refer to Section 9.15.
- 12.9 **TAB 7 – Construction Phase Services**, Refer to Section 9.16.
- 12.10 **TAB 8 – Quality Management System (Quality Control/Quality Assurance)**, Refer to Section 9.17.
- 12.11 **TAB 9 – OTHER CITY ORDINANCES, POLICIES, AND EXECUTIVE ORDERS**
- 12.11.1 Respondents 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.
- 12.12 **TAB 9 – ADDITIONAL INFORMATION**
- 12.12.1 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.
- 12.12.2 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.

12.12.3 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.

12.13 TAB 10 – FINANCIAL CAPABILITIES
(Submit in a separate sealed envelope); Refer to Section 9.19.

PART V –SPECIAL CONDITIONS

13. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

13.1. 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.

13.2. 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.

13.3. INTERVIEWS - If interviews are needed, short-listed Respondents may be given instructions for interviews. These interviews will focus on clarifying and amplifying the 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.

13.4. 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.

13.5. 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.

13.6. 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, 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.

13.7. 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.

- 13.8. 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.
- 13.9 If a mutually agreeable contract cannot be negotiated between the consultant and City, then City reserves the right to select the next qualified firm.
- 13.10 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).
- 13.11 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.
 - 13.11.1 A copy of the Respondent's drug-free workplace policy
 - 13.11.2 A Drug Policy Compliance Agreement substantially in the format described in the EO, together with a designation of safety impact positions.
 - 13.11.3 If applicable, a Certification of No Safety Impact Positions substantially in the format described in the EO.
- 13.12 The successful respondent will have to complete an Affidavit of Ownership or Control prior to the 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.).

14.0. NO-CONTACT PERIOD

- 14.1. 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 the 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 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.

14.2. 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:

- 14.2.1. 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.
- 14.2.2. 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.
- 14.2.3. Communications with the City Legal Department regarding contract terms after notification of intent to award are permissible.

15.0. RIGHT TO VERIFY INFORMATION

- 15.1. The Houston Airport System reserves the right to:
- 15.2. Evaluate the RFQ's submitted.
- 15.3. Waive any irregularities therein.
- 15.4. Select Respondents for the submittal of more detailed information;
- 15.5. Request supplemental or additional information as necessary;
- 15.6. Accept any SOQ submittal or portion of a submittal;
- 15.7. Contact others to verify information provided in the submittal; and/or
- 15.8. Reject any or all Respondents submitting RFQs, should it be determined in HAS' best interests.

16.0. EQUAL OPPORTUNITY EMPLOYMENT

- 16.1. 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.

17.0. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

17.1. 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 services to this project with agreements \$50,000 or more. Any contract for professional services that result 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.

17.2. **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.

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

18.0. PROTESTS

- 18.1. 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>.

19.0. CERTIFICATE OF INTERESTED PARTIES

- 19.1.1 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).

20.0. COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

20.1. Anti-Boycott of Israel.

The contractor certifies that the 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.

20.2. Anti-Boycott of Energy Companies.

The contractor certifies that the 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.

20.3. Anti-Boycott of Firearm Entities or Firearm Trade Associations.

The 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.

20.4. 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.

20.5. 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>

20.6. 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

21.0. PRE-SUBMITTAL CONFERENCE

21.1. 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.

22.0. ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

22.1. **Requests for additional information and questions should be addressed via email to the HAS Sr. Procurement Specialist, Ola Alhammami: ola.alhammami@houstontx.gov no later than 02:00 PM , (CT) by June 20, 2023.** 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.

23.0. LETTER(S) OF CLARIFICATION

23.1. 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.

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

24.0. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

24.1. 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.

24.2. 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.

25.0. EXCEPTIONS TO TERMS AND CONDITIONS

- 25.1. 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.
- 25.2. 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 the submission.

26.0. POST-SUBMISSION DISCUSSIONS WITH RESPONDENT(S)

- 26.1. 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

27.0. 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 “A”: Schedule of DBE Participation
- Exhibit F – Attachment “B”: DBE Letter of Intent
- Exhibit F – Attachment “C”: Certified DBE Subcontract Terms
- Exhibit F – Attachment “D”: 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

28.0. 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>

29.0. 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 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
is a:

- TEXAS RESIDENT BIDDER business
- 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:

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

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

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.

Preparer's Signature

Date

Printed name

Title

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</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.houstontx.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 seven (7) 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

SAMPLE	REFERENCE VERIFICATION
Houston Airport System	
Infrastructure Division, Maintenance, & Asset Management Business Unit @ HAS	
Reference Verification for _____ (Respondent's Company Name)	
Name of Company:	
Name of Contact:	
Phone Number of Contact:	
E-Mail Address of Contact:	
QUESTIONS TO BE ASKED BY HOUSTON AIRPORT SYSTEM	
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: _____	

Exhibit E – 00481 Anti-Collusion Statement

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 – Attachment “A”: Schedule of DBE Participation

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF DBE SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHON E NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
DBE PARTICIPATION AMOUNT.....					\$ _____
					% TOTAL BID

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

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S DBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH DISADVANTAGED 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).

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

NOTE:

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

Exhibit F – Attachment “B”: 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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

DBE Participation Amount: \$ _____ DBE GOAL _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Disadvantage 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 DBE Directory made
(Name of Disadvantage Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) (Disadvantage Business Enterprise)
intend to work on the above-named contract in accordance with the DBE 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 -- Disadvantage Business Enterprise)

(Title)

(Title)

(Date)

(Date)

00470D
6-18-2019

Exhibit F – Attachment “C”: 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”**

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.

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.

The DBE policy of the City of Houston will 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, 7th Floor, Houston, Texas 77002.

Exhibit F – Attachment “D”: 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

• Use additional pages if needed. Submit by the 15th day of the following month. Office of Business Opportunity Provide support documentation on all revenues paid to end of the report period to: ATTN: Marsha Murray 832.393.0600 DBE's to reflect up/down variances on Contract amount. 611 Walker, 7th Floor
 • Houston, Texas 77002

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)
Authorized Signatory)

(Print or Type Name and Title of

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

- NOTES:**
1. RETURN FOR ALL PROJECTS AS REQUIRED IN DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS. RETURN WITHIN THE SPECIFIED NUMBER OF DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD
 2. DESIGNATE FIRMS CERTIFIED BY THE CITY OFFICE OF BUSINESS OPPORTUNITY ON THIS FORM.
 3. DESCRIBE THE WORK TO BE PERFORMED, FOR WHICH THE FIRM IS CERTIFIED, SUCH AS “PAVING”, “ELECTRICAL”, ETC.
 4. **CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED. COPIES OF CONTRACTS WITH DESIGNATED FIRMS MUST BE SENT TO THE OFFICE OF BUSINESS OPPORTUNITY.**

SIGNATURE: _____

COMPANY NAME: _____

NAME: _____

TITLE: _____

(Type or Print)

00600-1

07-01-2013

Exhibit H

Document 00600

Continuation Page

PROJECT NAME: [Legal Project Name]

DATE OF REPORT: _____

PROJECT NO.: [WBS No.]

NAICS S (6 digits)	SUBCONTRACTOR OR SUPPLIER (INCLUDE “MWSBE”, “PDBE”, “DBE”, OR “HUB” DESIGNATION)²	ADDRESS	SCOPE OF WORK³

SIGNATURE: _____

COMPANY NAME: _____

NAME: _____

TITLE: _____

(Type or Print)

END OF DOCUMENT

00600-1

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 (A/C, H/L, EXT)	FAX (A/C, H/L)
	E-MAIL ADDRESS	
	INSURER(S) APPOINTED COVERAGE	NAIC #
INSURED	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.

FORM NO.	TYPE OF INSURANCE	ACORD LINE	FORM NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
101	GENERAL LIABILITY						EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence)
	CLAIMS MADE						AND SOF (Any one person)
	PERSONAL & ADV INJURY						GENERAL AGGREGATE
	ORNL AGGREGATE LIMIT APPLIES PER POLICY					PRODUCTS - COMPROP AGG	
102	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTO						BODILY INJURY (Per accident)
	HOLED AUTO						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						WC STATU. STAT. LIMITS
	ANY PROPRIETOR/PARTNER/INDEPENDENT CONTRACTOR/EMPLOYEE (Mandatory in NC)						OTHER
	if yes, describe under DISBURSEMENT/EXCLUSIONS below						\$L EACH ACCIDENT
							\$L CORRAIB - SA EMPLOYER
							\$L CORRAIB - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Other ACORD 101. Additional Remarks Follows, 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

Clear All

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 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

			Office/Mobil		

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 ¹	REVISED LANGUAGE IN RED-LINE FORMAT ²	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 weekly <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 2 years <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.

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 – Background and Experience of Key Personnel	
7	TAB 6 – Management Approach and Understanding of Scope Requirements	
8	TAB 7 – Sub-Consultants	
9	TAB 8 – Other City Ordinances, Policies and Executive Orders (Items 10-27)	
10	PART VII – City Required Documents (EXHIBITS A – F, H, and Q -T), and ATTACHMENT A	
11	Exhibit A – 00455 Ownership Information Form	
12	Exhibit B – 00457 Conflict of Interest Questionnaire	
13	Exhibit C – 00460 Pay or Play Acknowledgement Form	
14	Exhibit D – 00480 Reference Verification Form	
15	Exhibit E – 00481 Anti-Collusion Statement	
16	Exhibit F – Attachment “A”: Schedule of DBE Participation	
17	Exhibit F – Attachment “B”: DBE Letter Of Intent	
18	Exhibit F – Attachment “C”: Certified DBE Subcontract Terms	
19	Exhibit F – Attachment “D”: Mayor’s Office of Business Opportunity DBE Utilization Report	
20	Exhibit H – 00600 List of Proposed Subs	

21	Exhibit Q – Contact Directory Form	
22	Exhibit R – Statement Of Residency	
23	Exhibit S – Offer And Submittal	
24	Exhibit T – Contract and Contract Exception Chart	
25	ATTACHMENT A – Sample Contract	
26	TAB 9 – Additional Information (If any)	
27	TAB 10 – Financials (To be submitted in separate sealed envelope)	
28	TAB 11 – ATTACHMENT B - Required Submittal Checklist	