

CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
HOUSTON AIRPORT SYSTEM (HAS) CONSOLIDATED
RECEIVING AND DISTRIBUTION CENTERS (CRDCs)
SERVICES
SOLICITATION NO.: S19-T29294

Date Issued: May 8, 2020

Pre-Proposal Conference: May 20, 2020 @ 10:00 A.M.
Pre-Bid Meeting Via Conference Call
Conference Call #936-755-1521
Conference ID #894 869 799
(Telephone must be on mute during meeting)

**Pre-Proposal Questions
Deadline:** May 25, 2020 @ 4:00 P.M.

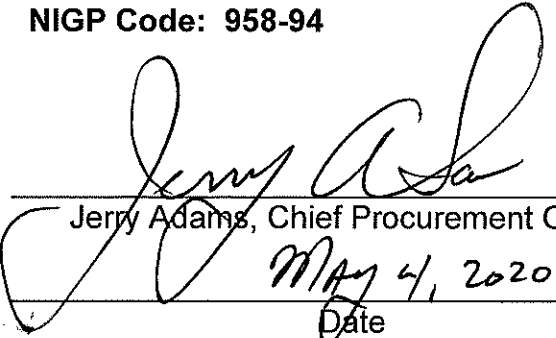
Solicitation Due Date: June 11, 2020 @ 2:00 P.M., CST

Solicitation Contact Person: Roy Korthals
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832-393-8734

Project Description: This RFP is for a contract for Houston Airport System (HAS) Consolidated Receiving and Distribution Centers (CRDC's) Services for a Contractor to develop and operate consolidated receiving and the distribution centers (CRDCs) for all concessionaires and tenants operating at IAH and HOU airport.

NIGP Code: 958-94

MBE Goal: 23%; WBE Goal: 11%



Jerry Adams, Chief Procurement Officer

May 4, 2020

Date

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EXHIBITS

- Exhibit A – Houston Airports Concessions Management Guide
- Exhibit B – Sales History by Location
- Exhibit C – Houston Friendly Standards
- Exhibit D – Concession Observation Program
- Exhibit E – Compensation from The City
- Exhibit I – Offer and Submittal, References, Proposed Subcontractors
- Exhibit II – Schedule of MWBE Participation, MWBE Participation Plan, Office of Business Opportunity and Contract Compliance MWBE Utilization Report, and Certified MWBE Subcontract Terms.
- Exhibit III – Ownership Information Form
- Exhibit IV – Anti-Collusion Statement
- Exhibit V – Conflict of Interest Questionnaire
- Exhibit VI – Performance Bond

ATTACHMENTS

- Exhibit A – Houston Airports Concessions Management Guide
- Exhibit D – Concession Observation Program

PART I – GENERAL INFORMATION

A. General Information

The City of Houston (“City”) is currently seeking proposals from prospective and qualified proposers for an Agreement for the Houston Airport System (HAS) consolidated receiving and distribution centers (CRDCs) services.

During the contract period, Contractor shall establish a close working relationship with the City and shall provide services for developing and operating a consolidated receiving and distribution centers services that will meet the City’s requirements.

Contractor shall have a minimum of 5 years’ experience in receiving, handling, and transfer/delivery of goods and services from (CRDCs) similar in size and scope in this RFP.

As part of the work, Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of all work services, to include all labor, parts, tools, materials, equipment, supplies, fixtures, test equipment, personal protective equipment, facilities, performance bond and supervision for services of receiving, handling, and transfer/delivery of goods for CRDCs.

IAH and HOU are the major commercial airports for the Houston, Texas area; IAH is located approximately 23 miles north of downtown Houston, and HOU is located about 7 miles southeast of downtown Houston. In the service of 55,327,328 passengers in 2018 at both airports and a substantial employee population, both airports require consolidated receiving and distribution center services.

This RFP intends to issue a negotiated contract to one Proposer to meet the City’s airport receiving and distribution requirements.

B. City of Houston Background

Houston is the fourth-largest city in the United States, comprised of 23 City departments having approximately 23,000 employees, 500 of which are involved in the procurement contracting process. City contracts exceeding \$50,000 require City Council approval. The annual volume of City contracts and purchase orders over the last five years ranges between 19,000 - 23,000.

C. Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	May 8, 2020
Pre-Proposal Conference	May 20, 2020
Questions from Proposers Due to City	May 25, 2020
Proposals Due from Proposers	June 11, 2020
Notification of Intent to Award (Estimated)	July 27, 2020
Council Agenda Date (Estimated)	September 2, 2020
Contract Start Date (Estimated)	September 18, 2020

PART II – SCOPE OF WORK

1.0 PURPOSE

- 1.1 The purpose of this solicitation is to identify a successful proposer who can participate in site location(s) and be responsible for the development/construction, and operation of CRDCs at IAH and HOU for the Houston Airport System (HAS). Furthermore, Contractor shall comply with the scope of work and all other terms established in this solicitation resulting in a contract.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

- 2.1 The selected Proposer shall provide all supervision, personnel, labor, parts, tools, materials, transportation, equipment, supplies, fixtures, testing of equipment, personal protective equipment, facilities, incidentals, insurance, and performance bond for developing and operating consolidated receiving and distribution centers for all concessionaires and tenants operating at Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU).
- 2.2 The selected Proposer shall be required and responsible for choosing the appropriate off-airport site(s) for CRDC's facility development/redevelopment at Bush International Airport (IAH) and William P. Hobby Airport (HOU). The selected Proposer shall be responsible for providing a turn-key CRDC product including, but not limited to, facility planning, site development, construction design & drawings, City approval, site licensing & permitting, and operation management; all in accordance with City and all other regulatory agency requirements. These requirements will be addressed after the selection of Contractor and Service Agreement award.
 - 2.2.1 The goals of this project are:
 - 2.2.1.1 Provide safe, efficient delivery of products/supplies and removal of trash and recyclable material for the benefit of HAS, HAS concessionaires, and HAS tenants.
 - 2.2.1.2 Provide a flexible facility that could expand and accommodate temporary storage units, if required.
 - 2.2.1.3 Provide these services at a reasonable cost to HAS and its associates
 - 2.2.1.4 Provide opportunities for Minority Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs").
 - 2.2.1.5 Provide uninterrupted, 12-hours per day, year-round to HAS and the IAH/HOU concessionaires and tenants.
- 2.3 Management of the CRDC's shall include coordination with the Federal Aviation Administration (FAA), air carriers, and other Federal and State agencies to maintain the highest standards of service and safety to airport patrons.
- 2.4 Proposer(s) must meet the minimum qualifications as stated and demonstrate a turn-key capability required for the development/construction, and operation of CRDCs at IAH and HOU. Conditional acceptance, applications in process, or any status short of full approval will not be accepted.
- 2.5 All service shall follow the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the work. The measure will be met and maintained by effective communications with HAS stakeholders, regular operations management reviews, and industry best practices.
- 2.6 Contractor shall provide HAS with web access to search any badge holder or applicant's Security Threat Assessments (STA), Criminal History Records Checks (CHRC), or Customs and Border

Protection (CBP) status, (send and received times) at any time; applicable upon initiation of CBP's e-Badge program.

3.0 GENERAL INFORMATION

3.1 Enplanement and Sales History (IAH)

IAH	FY 2015	FY 2016	FY 2017	FY2018
Annual Enplanements	21,484,470.00	20,839,251.00	20,384,484.00	21,913,869.00
Food and Beverage	\$93,728,397.00	\$126,619,256.00	\$154,257,145.00	\$155,769,005.00
Duty Free and Retail Gross	\$75,366,690.00	\$71,703,890.00	\$61,916,708.00	\$102,121,135.00

Note: HAS fiscal year runs from July through June.

3.1.1 Sales history for Hobby Airport (HOU) is in Exhibit B.

3.2 Executive Order – Living Wage

On October 9, 2019, Mayor Sylvester Turner signed an executive order implementing a new City policy regarding the prospective negotiation of contracts with airlines and concessionaires that would enable workers to achieve at minimum a “living wage” and, ultimately, \$12 per hour by 2021. Visit <https://www.houstontx.gov/execorders/1-64.pdf> to see Executive Order 1-64.

3.3 Airport Improvement Projects

3.3.1 HAS and United Airlines, Inc (United), in consultation with the foreign flag airlines at IAH, have reached an agreement regarding the redevelopment of Terminals B, C, and D to support international air service. Project construction shall be phased over several years (schedule not finalized). Goods distribution and services provided under this agreement are not expected to diminish during construction periods. However, delivery points and logistics will fluctuate with each significant construction phase.

3.3.2 Terminal B North Pier
 United shall construct and operate an 11-gate pier on Terminal B’s north side; the second phase of Terminal B’s redevelopment started with 2014’s completion of the South Concourse. The north pier will connect to United’s recently constructed Terminal C North. (projected Dec. 2023 completion). As United is assuming management through their Concessions developer, OTG, food & beverage/retail locations in this and existing United developments are excellent candidates for future CRDC services.

3.3.3 Terminal C North Redevelopment
 United vacated Terminal C North, gates C14-23 in 2017. HAS is proceeding to demolish this pier and build a new concourse to ultimately become part of an enlarged Mickey Leland International Terminal (MLIT) known as D1 Pier (est. completion mid-2022).

HAS shall be issuing separate RFPs for the concessions in the new MLIT. Accordingly, as locations in the new MLIT come online (estimated 2025), they may be included in the scope of this RFP.

- 3.3.4 Terminal D Redevelopment – West Side
Upon completion of the Terminal C North redevelopment, HAS will relocate the foreign flag carriers beginning on the west side of the existing Terminal D to the new D1 Pier. The west side of Terminal D will be refurbished in phases as part of the newly reconfigured MLIT.
- 3.3.5 Construction is anticipated at two years and when complete will become part of the new MLIT. HAS will be issuing separate RFPs for the concessions in the new MLIT. Accordingly, as locations in the new MLIT come online, they may be included in the scope of this RFP.
- 3.3.6 Terminal D Redevelopment – East Side
Upon completion of the Terminal D west side redevelopment, HAS shall relocate the foreign flag carriers on the east side of the existing Terminal D to the west side of the new D1 Pier. The east side of Terminal D will be renovated as part of the new MLIT. Prior to construction, the locations on the east side of Terminal D will be available as concessions under this RFP.
- 3.3.7 Construction is anticipated at two years and when complete, will become part of the new MLIT. HAS will be issuing separate RFPs for the concessions in the new MLIT. Accordingly, as locations in the new MLIT come online, they may be included in the scope of this RFP.

4.0 MINIMUM QUALIFICATIONS

- 4.1 To be eligible to participate in this procurement, Proposer shall meet the following minimum qualifications:
- 4.2 Submission of a complete proposal package adequately responding to this RFP.
- 4.3 Proposer(s) shall explain in detail and provide evidence of experience. Proposer(s) must have a minimum three (3) years prior experience within the last five (5) years. Proposers' experience must be in development, operation, and management of receiving and delivery operations at airports or other transportation facilities similar in size and scope at IAH and HOU.
- 4.4 Proposer(s) shall submit with Proposal documentation that demonstrates Proposer is duly authorized to conduct business within the State of Texas, and;
- 4.5 If the Proposer is a partnership, joint venture, or newly formed entity (e.g. limited liability company or corporation), the minimum requirements set forth in this Section 4.0 (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (at least 51%) of the partnership, joint venture or newly formed entity.

5.0 COMPENSATION FROM THE CITY

- 5.1 As compensation for the services provided by the selected Proposer to the City, each selected Proposer will receive monthly from the City a sum equal to those presented in **EXHIBIT "E"** of its Proposal.
- 5.2 The proposers shall propose in Exhibit E:

- 5.2.1 A monthly fee to be paid to Proposer by the City for the term, including a separate line item and calculation of the required cost to execute the collection and removal of used cooking oil, grease, and other recyclable materials including but not limited to cardboard and plastics from the concessionaires and other HAS tenants.
- 5.2.2 A monthly schedule detailing the net book value and associated depreciation expense of the CRDC business entity, which will specify predetermined buyout amounts should the city exercise its option to buy out Proposer's lease before the end of the term.

6.0 INITIAL CAPITAL INVESTMENT AND IMPROVEMENTS

- 6.1 The City requires no minimum capital investment to bring the location to working order. However, the City expects the successful Proposer to invest in quality design and materials and requires a detailed description of the investment to be made, including build-out, fixtures, furnishings, and equipment. The City reserves the right to review and approve all improvements and subsequent changes to the Premises, including both initial renovations and refurbishment.

7.0 HOURS OF OPERATION

- 7.1 Proposer shall employ sufficient staff to operate the CRDC a minimum of 12 hours per day, seven days per week, for the duration of the Agreement. The City may, at its sole discretion, require the CRDC operator to add or reduce staff to meet minimum performance standards under the Agreement.

8.0 PERFORMANCE BOND

- 8.1 Proposer shall provide a \$2,000,000.00 performance security in the form of a Performance Bond or Bank Letter of Credit to be automatically renewed as long as the agreement is in force.

The Performance Bond shall be in the same form as that distributed by the City and attached hereto, all duly executed by this proposer (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00, the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor shall be required to provide the Performance Bond as outlined above, which shall be delivered to the City Chief Procurement Officer of the City, on or before the tenth (10th) day following the day the proposer receives notice from the City.

9.0 REQUIRED SERVICES

- 9.1 Perform all necessary development and construction within the Sites chosen for the operation of CRDC's.
- 9.2 Provide and maintain the necessary equipment to perform the specified services and operate the CRDCs most efficiently and effectively. An equipment listing, including model type/number, must be provided in the RFP proposal.
- 9.3 At no additional cost to the City, provide training to Contractor's personnel to ensure the ability to perform the required services including, but not limited to, training and required certifications in food handling and safety procedures.

- 9.4 Establish and manage a Supplier Management Plan (“SMP”). The SMP shall include, but not be limited to: meeting with suppliers and delivery recipients at the Airport to ensure the efficient and timely operations of the CRDC’s; determining dock usage authorization and scheduling; determining the best method of receiving goods, temporary storage (if applicable), staging, segregation, redistribution/delivery, and returns; and providing appropriate materials management software with the ability to track throughput, measure performance of operations, and have full audit capability.
- 9.5 Operate the CRDC’s in a way that ensures goods and supplies are delivered on time and delivered to the intended recipients no more than four (4) hours after order receipt. The CRDC operator shall schedule dock times for all supplier/tenant deliveries in advance and manage the process for executing the required services. Proposer shall provide the City with weekly written reports detailing the upcoming delivery schedule. Proposer shall develop a plan to monitor, schedule, and pick-up returns. The proposer must be prepared to work cooperatively with suppliers and delivery recipients to schedule all deliveries arriving at the CRDC for the following delivery types:
- 9.5.1 All concessions in the Airport’s concession program
 - 9.5.2 HAS supplies
 - 9.5.3 All TSA provisioning
 - 9.5.4 All janitorial supplies
 - 9.5.5 Other HAS tenants, users, candidates as may be identified in the future
- 9.6 Proposer shall develop a plan to monitor, schedule, and pick-up used cooking oil/grease, cardboard, and other recyclables from the Airport’s food service, retail, and duty-free concessions. Proposer may indicate the use of a subcontractor for this. Within the plan, Proposer shall provide an estimate of the frequency of such pick-ups, including the type of equipment to be used. Proposers shall detail the portion of the monthly fee attributable to this service.

10.0 CUSTOMER SERVICE/MANAGEMENT AND OPERATION PLAN

- 10.1 Selected Proposer shall participate in HAS Customer Service Training Program within ninety (90) days of the contract commencement date and adhere to Houston Friendly Standards (EXHIBIT “C”). Selected Proposer shall also participate in the HAS Concessions Observation Program (EXHIBIT “D”).
- 10.2 Proposers shall submit detailed information on their customer service plan and how it is used by the Proposer to meet expectations and improve the quality of service continually. The customer service plan should include, but not be limited to the following:
- 10.2.1 How customer complaints are handled and procedures for ensuring that management and personnel provide the highest quality of service to include but not limited to:
 - Length of time to respond to complaints
 - The process of responding to the complaint
 - Employee recognition program
- 10.3 Management and operations plan designed to achieve the goal of operating a high-quality centralized receiving and distribution service for IAH/HOU concessionaires and operations.
- 10.4 A management and an organizational chart illustrating the chain of command from the top of the organization to all key personnel, and their functions. Identify subcontractors and their responsibilities.

- 10.5 The corporate level management structure for the proposed business identifying key personnel, including their resumes. Describe the function and location of each person in the management structure.
- 10.6 Describe the proposed staffing requirements with a summary of the duties of each position in detail as they relate to their responsibilities.
- 10.7 Staff schedules illustrating proposed coverage during all operating hours, including management and all full-time and part-time staff.
- 10.8 Describe emergency operations staffing procedures, including a twenty-four (24) hour response contact.
- 10.9 Provide a detailed facility maintenance plan for ongoing maintenance and repairs/capital replacement of equipment, displays, fixtures, flooring, refrigeration, etc. Such a facility maintenance plan will include expected service life for significant equipment, fixtures, systems, etc.

11.0 TRANSITION PLAN

- 11.1 Proposer shall discuss in detail the proposed transition and phasing plan to implement the required services and shall state the expected duration of any overlap between the existing system of concessionaires performing their delivery and distribution and the implementation of the CRDC's; transition speed being a significant evaluation factor. The proposer should be aware that all development and installation shall occur during non-peak hours at times approved by HAS.

12.0 DESIGN, MATERIAL, AND SUSTAINABILITY

- 12.1 Physical design and construction of the proposed operation should include, but not be limited to, factors such as innovation, the creativity of design concepts, quality of materials, sustainable materials, recycled materials, energy conservation (LED lighting), and natural light.
- 12.2 Proposer shall provide a brief narrative description of the proposed capital improvements that will be made.
- 12.3 Proposer shall identify its architectural design team, specifying prior experience in the design of CRDC facilities (including resumes and project experience).

13.0 ADDITIONAL RELATED SERVICES

- 13.1 In submitting a proposal, Proposers shall indicate a willingness to negotiate additional services deemed appropriate for the scope of work, as provided herein or deemed necessary and desirable by HAS.

14.0 PERSONNEL REQUIREMENTS

14.1 General

- 14.1.1 Contractor shall provide a list of all Contractor employees to HAS. The list shall state each employee's name, job title, and assigned responsibilities.

14.2 Contractor Staffing

14.2.1 Contractor shall furnish the necessary number of personnel, thoroughly competent, qualified, and skilled in all trades essential to fulfill the requirements of this Agreement.

14.2.2 Contractor shall at all times enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s) under this Agreement.

15.0 ADMINISTRATIVE TASKS

15.1 Stop Work

Contractor shall enforce all safety requirements for any work performed under this Agreement. If the Contractor fails or refuses to comply with safety requirements promptly, the Director may issue an order stopping all or part of the work and levy liquidated damages until satisfactory corrective action has been taken. No part of the time lost due to any such request will be made the subject of a claim for extension of time or excess costs or damages to Contractor.

16.0 SECURITY REQUIREMENTS FOR THE HOUSTON AIRPORT SYSTEM

16.1 Badging

George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU): Contractor shall comply with all applicable federal rules governing security at the airports, as may be amended from time to time. Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be paid directly to the issuing agency or reimburse HAS for expenditures made on Contractor's behalf.

16.2 All on-site personnel of Contractor, including subcontractors, who perform services under the Agreement, shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the "Airport Badging Office" and submitted electronically for investigation.

16.3 Contractor shall obtain HAS security badges for its personnel performing services on-site including, its subcontractor's personnel. On-site personnel shall wear identification badges at all times while on HAS property. The cost of the badges, subject to change, is currently \$55.00 each at (IAH) and (HOU). Fees for the fingerprint-based criminal history checks are reflecting in the badge expense. Contractor is responsible for badging costs, including replacements at the current rate. Annual badge renewal cost is currently \$16.00 each.

17.0 AIRPORT OPERATIONS AREA

17.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director. Contractor's personnel are required to successfully complete SIDA Training and demonstrate proficiency in all Airport Operations Instructions (OI's) regarding secured access to airfield and aircraft ramp and apron areas, otherwise known as Airport Operations Area (AOA). No escorts of any type will be provided.

- 17.2 Airport Security: Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and any other governmental agency security directives, rules, and regulations. The FAA and the TSA may assess fines and penalties for Contractor's noncompliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within ten days of notification in writing, Contractor shall reimburse the City for any paid fines or penalties assessed against the City because of Contractor's noncompliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 17.3 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 17.4 Airport Customs Security Area Bond: Under Title 19 of the Code of Federal Regulations, Part 113, Contractor shall obtain an Airport Customs Security Area Bond to have access to the Federal Inspection Station (FIS), and One-Stop Cargo and Fumigation Facility at George Bush Intercontinental Airport (IAH). Upon award, Contractor shall obtain the requisite bond form and instructions from the Department of Homeland Security, U.S. Customs, and Border Protection. The bond amount is determined by calculating \$1,000.00 by the number of employees needed to provide the service.

18.0 SILENCE OF THESE SPECIFICATIONS

- 18.1 The specifications set forth herein covers the minimum requirements for Developing and Operating a Consolidated Receiving and Distribution Center (CRDC). The descriptions contained in these specifications shall be considered as instructive to Contractor as to the type and quality of developing and operating a consolidated receiving and distribution center. The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the industry best practice standards shall prevail. All interpretations of these specifications shall be made based upon this statement.

19.0 CHARGES

- 19.1 Charges for services provided under this Agreement shall be in accordance with the prices/rates shown in the Contract Fees and Costs in Exhibit F and such form as may be requested or specified by the Director or its designee.
- 19.2 Contractor shall utilize the following methods of order placement:
- 20.2.1 Purchase Order (PO)
 - 20.2.2 Service Release Order (SRO)
 - 20.2.3 Emergency Purchase Order (EPO)
 - 20.2.4 P-Card

20.0 PUBLIC RELATIONS

- 20.1 Contractor agrees that neither it nor its agents, subcontractors or employees shall issue or make any statement regarding this Agreement, its performance under this Agreement, or on behalf of the City with respect to any incident occurring at the Airports, or at any City facility, except when requested to do so by the Director.

21.0 HAS QUALITY ASSURANCE

21.1 HAS may use a variety of inspection methods to evaluate Contractor's performance, including on-site visitations, performance review conference calls, customer complaints, etc. Contractor shall implement other quality assurance or corrective measures as requested by the Director and provide measurable results of such actions from time to time throughout the term.

22.0 INCREASE OR DECREASE OF WORK – INCLUSION/EXCLUSION

22.1 The Director may, by written notice to Contractor, increase and decrease the Work during the Term of this Agreement. Contractor's sole compensation for such adjustment shall be mutually agreed between the Director and Contractor. The Director's decision shall be final.

23.0 COORDINATION OF CONFERENCE CALLS

23.1 Throughout the term of this Agreement and any extensions thereto, Contractor shall participate in conference calls with HAS, on a frequency determined by the Director, to identify and resolve performance issues. Notice of any such performance conference call may be given by the Director to Contractor either orally or in writing. It shall designate the time and date, Contractor's attendees, and general-purpose. Contractor's selected attendees shall be present at any such performance conference call for its duration and shall prepare minutes. The conference call minutes shall be transcribed by Contractor in typewritten form and must submit to the Director for approval within five (5) days of any such conference call. The Director shall have the right to dispute the accuracy of the minutes and shall note any discrepancies in the minutes before approval. Once approved, the original shall be retained by HAS and a copy thereof submitted to Contractor.

24.0 INVOICING

24.1 Contractor shall submit monthly invoices for work completed at each airport on a form(s) approved in advance by the Director or designee. Invoices must be accompanied by support documents requested by the Director and/or designee. HAS will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. Certification and/or payment does not preclude HAS from indicating that a particular certification or fee was incorrect. In addition, it does not preclude HAS from recovering excess charges.

24.2 Each invoice submitted shall be in duplicate, and each copy must include required attachments. The Agreement name and Agreement number must identify the invoice. All invoices shall be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division / Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

24.3 HAS will accept invoices submitted electronically along with required support information, such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, etc. Each invoice should be in a PDF or TIFF format. Multiple invoices can be submitted in a single e-mail.

24.3.1 Requirements are as follows:

- 24.3.1.1 Submit invoices in "PDF" or "TIFF" format.
- 24.3.1.2 Submit to HAS: www.has.accountspayable@houstontx.gov

- 24.4 Invoices submitted for services performed as the result of change orders require copies of the applicable change order to be attached to the original and each of two (2) invoice copies.
- 24.5 Invoices submitted for services performed as the result of other work/services require a copy of the Director's and/or designee's written request to be attached to the original and each of the two (2) invoice copies.
- 24.6 No payment for services shall be payable by HAS for any services for which Contractor fails to complete all the scheduled work as specified or fails to obtain an approved work schedule before beginning work.

25.0 PRICE ADJUSTMENTS

- 25.1 If Contractor's direct cost decreases at any time during the full term of this Agreement, Contractor shall immediately pass the decrease on to HAS and lower its price(s) by the amount of the reduction in direct cost.
- 25.2 Contractor shall notify the Director of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon the Director's receipt of Contractor's notice.

25.3 PRICE INCREASES

- 25.3.1 The Contractor may request a price increase after six (6) months of continuous operation. Subsequent price increases may be requested twelve (12) months from the date of the previously approved price increase. The amount of the first increase shall not exceed the actual documented increase in Contractor's direct cost and shall not ever be more than 15% above the previous proposal price. The amount of the subsequent price increase shall also not exceed this percentage.
- 25.3.2 To request a price increase, Contractor shall submit a letter stating the amount of the rise, along with an itemized list of increased prices, showing the Contractor's current price, revised price, the actual dollar difference, and the percentage of the price increase by item. Documentation from the Contractor's supplier showing the actual dollar increase to the Contractor shall accompany this request. Such documentation from the Contractor's supplier shall indicate the dollar increase incurred by the Contractor on the applicable item bid. The letter and documentation shall be sent to the following address:

Houston Airport System
Director of Aviation
Post Office Box 60106
Houston, Texas 77205-0106

- 25.3.3 If the Director approves the price increase, the Director shall notify Contractor in writing; no price increase will be valid until Contractor receives this notice. If the Director does

not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to the Director. Termination of performance is Contractor's only remedy if the Director does not approve the price increase.

26.0 TRANSPORTATION AND PARKING

26.1 Contractor shall park its vehicles in areas as designated by the Director and/or designee at its own cost. All transportation activities of Contractor or its subcontractors necessary to perform under the Agreement must be provided by Contractor.

27.0 TEXAS DRIVER'S LICENSE

27.1 Contractor's personnel performing the work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Contractor shall ensure staff meets this requirement.

28.0 CONTRACTOR AND CITY PROPERTY

28.1 Houston Airport System shall not be responsible in any way for damage to, or loss of supplies, materials, tools, equipment, or personal property left on or stored in City facilities, or on City property.

29.0 DISPUTES

29.1 In all cases of misunderstanding and disputes, the verbal arrangement shall not be considered binding, and Contractor shall produce written documentation in support of its contentions. The decision of the Director or its designee shall be final.

30.0 CONTRACTOR'S FINANCIAL OBLIGATION

30.1 Contractor shall make timely payments to all persons supplying labor and material or furnishing it with any equipment in the execution of this Agreement.

31.0 NOTICE TO PROCEED REQUIREMENTS

31.1 Within thirty (30) days after the Notice to Proceed (NTP), Contractor shall certify to the Director and/or designee in writing that 100% of the Contractor's personnel (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-Contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by Contractor and have commenced work under their respective subcontracts.

32.0 CONTINGENCIES

32.1 Contractor shall meet particular readiness objectives for emergencies, including but not limited to natural disasters and other contingencies, and must react to such contingencies without delay. Such a reaction may have an impact on the Contractor's operation. To plan for such events, the Contractor shall prepare a Contingency Plan during the Contractor's Phase-In showing in detail how the Contractor shall act in the event of:

32.1.1 Natural disasters such as a major storm, flood, high winds or inclement weather; and

32.1.2 Labor dispute or strike by the Contractor personnel; and

32.1.3 Partial destruction by fire or other cause rendering facility partially or totally inoperable

32.2 The Plan shall be updated on an annual basis or as changes occur and submitted to the City.

33.0 ESTIMATED QUANTITIES NOT GUARANTEED

33.1 The estimated quantities specified herein are not a guarantee of actual amounts, as the City does not guarantee any particular amount of Houston Airport System (HAS) Consolidated Receiving and the Distribution Center (CRDCs) Services during the term of the Agreement. The numbers may vary depending upon the actual needs of HAS. The specified amounts herein are good faith estimates of usage during the term of the Agreement. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all of the quantities specified herein.

PART III – EVALUATION AND SELECTION PROCESS

A. Evaluation Committee

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Item E below. Upon completion of the evaluation, the committee may develop a shortlist of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview, and negotiations. Following these City-to-Proposer(s)' meetings, the evaluation committee will summarize its findings and recalculate scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

B. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

C. Selection Process

The City intends to select a Proposal that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by Proposer, whether provided by Proposer or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City officials.

D. Best and Final Offer (“BAFO”)

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary. At minimum, the BAFO shall include 1) a final Fee Schedule with associated costs; 2) address any outstanding items previously identified during the evaluation of Proposals; and 3) any other issue the City requires to make an informed decision.

E. Evaluation Criteria

1. Responsiveness of Proposal (Pass/Fail)

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

2. Technical Competence/Requirements (80 Points)

The Proposal shall be evaluated based on the extent to which the proposed solution meets the needs of the City, including but not limited to the to the site selection, desired planning, design and implantation of the development/construction and operation of CRDCs at IAH and HOU as expressed in this RFP.

	<u>Points</u>
2.1 <u>Background and Experience:</u>	35
<ul style="list-style-type: none">• <u>Strength of Proposer's management, staffing, and support staff.</u>• <u>Experience with local/state/federal regulatory agencies.</u>• <u>Experience working with airports of a similar size.</u>• <u>Experience of key personnel who will be assigned to HAS.</u>• <u>Experiences of subcontractors and how the prime will manage them.</u>	
2.2 <u>Operations and Staffing:</u>	25
2.3 <u>Quality of emergency staffing procedures</u>	
2.4 <u>Quality and detail of management plan.</u>	
2.5 <u>Quality of food handling and safety procedures and experience.</u>	
<ul style="list-style-type: none">• Describe organization sufficiently to enable evaluators to understand the emergency operations staffing procedures, including a twenty-four (24) hour response management contact.• The management plan should identify staff schedule proposing coverage for all operating hours per day up to seven days per week schedule, including management and all full-time and part-time staff.• Describe the standard process if the City may add or reduce staff to meet minimum performance under the contract agreement.• Describe the approach for food handling and food safety procedures training to contractor's personnel to ensure the capability to perform the required services at no cost to the City.	
2.6 <u>Customer Service:</u>	20
Quality and detail of customer service plan.	
Quality of customer complaint resolution process.	
Quality of plan for maintaining harmonious relations with HAS and its tenants.	
2.7 <u>Financial Stability of Proposer (Pass/Fail):</u>	
2.4.1 If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:	

- 2.4.1.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 2.4.1.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
 - 2.4.1.3 An audited or unaudited accrual-basis financial statement of the most recent quarter of operation; and
 - 2.4.1.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.
- 2.5 If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:
- 2.5.1 Last two years of unaudited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 2.5.2 An audited or unaudited accrual-basis financial statement of the most recent quarter of operation; and
 - 2.5.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;
- OR
- 2.5.4 Other financial information sufficient for the City, in its sole judgment, to determine if Proposer is financially solvent or adequately capitalized.
- 2.6 Reasonableness and Extent of Contract Exceptions Taken by Proposer (if applicable) (Pass/Fail):
- 2.7 M/WBE Requirements (Pass/Fail):

3. Price Proposal (20 Point)

THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Price Proposal."

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

- 5 Points: For Proposer firm residing within the City of Houston city limits.
- 3 Points: For Proposer whose firm is a local business residing within the local area as defined by section 15-176 of the Code.
- 0 Points: For Proposer whose company does not reside within Houston city limits, or within the local area as defined by section 15-176 of the Code.

F. ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential, additional services deemed appropriate and compatible for a Consolidated Receiving and Distribution Center, as provided herein, or deemed necessary and/or desirable by the City.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Submit **two (2)** printed copies of the Technical Proposal, including one (1) printed original signed in BLUE ink, and **six (6)** electronic copies of the Technical Proposal on **six (6) separate thumb drives** sealed in a separate single envelope bearing the assigned solicitation number (S19 - T29294) to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

Submit **one (1)** electronic copy of the **Price Proposal/ Fee Schedule on one (1) separate thumb drives** in a separate single sealed envelope bearing the assigned solicitation number (S19-T29294) and identifying to content as the Price Proposal/ Fee Schedule to the location provided above.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their proposal to the City Secretary's Office any time before the stated deadline.

2. Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format. Proposals must be left-bound with information on both sides of the page when appropriate. The material should be organized following the order of the submission requirements separated by labeled tabs and shall be securely bound. Submission materials will not be returned to Proposers.
4. Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information, as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
5. Packaging and Labeling; Submission of Price Proposal/ Fee Schedule. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal. The outside wrapping/ envelope of the Price Proposal/ Fee Schedule shall clearly identify the content as "Price Proposal/ Fee Schedule" and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer's Technical Proposal.
6. Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Price Proposal/ Fee Schedule must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be redelivered to its final destination by the deadline hour.

7. Proposers Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
2. Executive Summary: The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion.
3. Offer and Submittal Form: **See Exhibit I**
4. General Company Information: Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.
 - 4.1 Key Personnel: Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.
 - 4.1.1 Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. At a minimum, key personnel must possess current professional certifications required to perform the services required with this RFP.
5. Knowledge and Experience: Provide detailed relevant information about Proposer's knowledge and experience, including:
 - 5.1 Projects completed (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience providing Houston airport system (HAS) consolidated receiving and the distribution centers (CRDCs) services.
 - 5.2 Submit a written plan of action on how Proposer will meet the requirements provided in this RFP.
 - 5.3 Company track record: Provide a summary of the company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, how business is organized, and notable achievements. Please limit to four (4) pages. Provide a brief experience statement describing the Proposer's role and supporting airport operations and the traveling public.
 - 5.4 Key personnel shall have a minimum of three (3) years' experience within the last five (5) years, of the development, operation, and management of receiving and delivery operations at the airport or other transportation facilities as large in size and scope to that being proposed in terms of square footage and/or sales volume.

- 5.5 Provide an organizational chart of the proposed team or staff for this project.
- 5.6 Provide resumes of key personnel who will be responsible for the delivery of the services/project.
- 5.7 Provide copies of key personnel certifications and/or licenses.
- 5.8 Provide a sample project of similar quality design to develop a consolidating facility for other airports with materials and a detailed description that these included build-out, fixtures, furnishings, and equipment costs.
- 5.9 Provide a report sample of managing a Supplier Management Plan (“SMP”); provide an example of dock usage authorization and schedule in RFP.
- 5.10 Provide a sample of operating procedures or plans on how to ensure goods and supplies are delivered to the intended recipients in a timely and efficient manner.
- 5.11 Detail the customer service plan which shall include but not limited to:
 - Customer-complaint handling and procedures
 - Length of time to respond to complains
 - Procedure for responding to the complaint
 - Employee recognition program
6. Proposed Strategy and Operational Plan: Provide a detailed description and methodology of the proposed plan for **Development and Operation of Consolidated Receiving and Distribution Center**, which should include, but not be limited to the following:
 - 6.1 A brief statement of the Proposer's understanding of the work to be provided.
 - 6.2 A detailed description of a customer support plan and operating philosophy.
 - 6.3 A detailed description that clearly defines the transition approach that will be utilized in the achievement of the RFP's intended Scope of Work.
 - 6.4 Outline a detailed facility maintenance plan for on-going maintenance and repairs/replacement of equipment, displays, fixtures, flooring, etc.
 - 6.5 Demonstrate a sample report detailing the delivery schedule in the proposal.
7. Client References: Provide reference name and contact information clients to whom Proposer has provided similar services within the past ten (10) years. Specifically, provide the following:
 - 7.1 Name and location of the project(s);
 - 7.2 “CURRENT” reference contact name, telephone numbers, and e-mail addresses;
8. M/WBE Participation: Identify an M/WBE subcontractor and submit a signed-off “M/WBE” Letter of Intent” form identifying the role of each subcontractor for this implemented project.
9. Financial Stability: If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

- 9.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 9.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
 - 9.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 9.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.
 - 9.5 If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:
 - 9.5.1 Last two years of unaudited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 9.5.2 An audited or unaudited accrual-basis financial statement of the most recent quarter of operation; and
 - 9.5.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;
- OR
- 9.5.4 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.
10. Exceptions to Standard Contract: Provide any exceptions to the standard contract and include the rationale for taking the exception. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
 11. Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
 12. Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.
 13. Other: Provide any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.
 14. Forms and Certifications: Complete all forms and certifications attached, as appropriate.
 15. Contract: Submit two (2) originals of the completed and signed Contract if no exceptions are noted.
 - 15.1 Each Contract submitted must bear an original signature and date.
 - 15.2 Include a copy of license agreement(s) that Proposer would want to include in contract.
 16. Price Proposal/ Fee Schedule: Please separately submit a Price Proposal/ Fee Schedule with the level of detail.

Part V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP 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 explicitly by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

All exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP or result in possible rejection of Proposal.

Part VI – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, 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.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of 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. 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.

B. Minority and Woman Business Enterprises (M/WBE)

Proposer shall comply with the City's Minority and Women Small Business Enterprise ("MWSBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Proposer shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWSBE's. Contractors are fully encouraged to provide meaningful participation to each subcontractor of its capacity. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with City's Office of Business Opportunity (OBO) and will comply with them.

C. Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>

D. Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

E. Airport Customs Security Bond

In accordance with Title 19 of the Code of Federal Regulations, Part 113, the contractor shall obtain an Airport Customs Security Bond in order to have access to the Federal Inspection Station (FIS), and One Stop Cargo and Fumigation Facility at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU).

F. Anti-Boycott of Israel

Proposer certifies that Proposer is not currently engaged in, and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

G. 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>

H. Preservation of Contracting Information

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] 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 VII – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting has reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, **Roy Korthals** preferably by e-mail to roy.korthals@houstontx.gov or by telephone at (832) 393-8734 no later than **4:00 P.M., CST by Monday, May 25, 2020**. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

C. Letter(s) of Clarification

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. Only information supplied by the City in writing or in this RFP should be used in preparing Proposal responses.

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

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

E. Post-Proposal Discussions with Proposer(s)

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

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I; see pgs. 36-39)
- B. Signed M/WBE Forms: Attachment “A” Schedule of MWBE Participation, Attachment “B”, Notice of Intent, Attachment “C”, Certified MWBE Subcontract Terms, Attachment “D”, Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II, see pgs. 39-44)
- C. Contractor Ownership Information Form (Exhibit III; see pgs. 49-52)
- D. Anti-Collusion Statement (Exhibit IV; see pg. 53)
- E. Conflict of Interest Questionnaire (Exhibit V; see pg. 55-58)

PART IX – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

- A. Insurance Requirements and Insurance Certificate
- B. Drug Policy Compliance Agreement (Exhibit “B”); Contractor’s Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit “C”); Drug Policy Compliance Declaration (Exhibit “D”)
- C. City Contractors’ Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>
- D. Performance Bond
- E. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity by e-mail to HireHoustonFirst@houstontx.gov or submit copy with proposal.
- F. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- G. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at

PART X – PRICING

For the prices quoted, Proposer shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, test equipment, personal protective equipment, facilities, performance bond, and all activity necessary to perform the work. The pricing should include development and construction costs, and the operation management fees, if any. Price sheets by Agreement Years (1-10) must be completed in their entirety with no blanks and entered on the appropriate lines of the summary sheet(s).

All quantities listed are estimated quantities for budgetary purposes only. The actual quantities may be higher or lower than any estimates, and Proposer shall be paid only for actual Work performed, subject to prior HAS direction and approval.

YEARS (1-10) PRICE TOTAL SUMMARY

<u>IAH</u>	<u>PRICE (\$)</u>
YEAR ONE RATES – PRICE TOTAL SUMMARY	
1a. Total Basic Services	
YEAR TWO RATES – PRICE TOTAL SUMMARY	
2a. Total Basic Services	
YEAR THREE RATES – PRICE TOTAL SUMMARY	
3a. Total Basic Services	
YEAR FOUR RATES – PRICE TOTAL SUMMARY	
4a. Total Basic Services	
YEAR FIVE RATES – PRICE TOTAL SUMMARY	
5a. Total Basic Services	
YEAR SIX RATES – PRICE TOTAL SUMMARY	
6a. Total Basic Services	
YEAR SEVEN RATES – PRICE TOTAL SUMMARY	
7a. Total Basic Services	
YEAR EIGHT RATES – PRICE TOTAL SUMMARY	
8a. Total Basic Services	
YEAR NINE RATES – PRICE TOTAL SUMMARY	
9a. Total Basic Services	
YEAR TEN RATES – PRICE TOTAL SUMMARY	
10a. Total Basic Services	
IAH TEN – YEAR TOTAL	
<u>HOU</u>	
YEAR ONE RATES – PRICE TOTAL SUMMARY	
1b. Total Basic Services	
YEAR TWO RATES – PRICE TOTAL SUMMARY	
2b. Total Basic Services	
YEAR THREE RATES – PRICE TOTAL SUMMARY	
3b. Total Basic Services	
YEAR FOUR RATES – PRICE TOTAL SUMMARY	

4b. Total Basic Services	
YEAR FIVE RATES – PRICE TOTAL SUMMARY	
5b. Total Basic Services	
YEAR SIX RATES – PRICE TOTAL SUMMARY	
6b. Total Basic Services	
YEAR SEVEN RATES – PRICE TOTAL SUMMARY	
7b. Total Basic Services	
YEAR EIGHT RATES – PRICE TOTAL SUMMARY	
8b. Total Basic Services	
YEAR NINE RATES – PRICE TOTAL SUMMARY	
9b. Total Basic Services	
YEAR TEN RATES – PRICE TOTAL SUMMARY	
10b. Total Basic Services	
HOU TEN-YEAR TOTAL	
INTERFACE TO CRDC PROCESS TOTAL	
HAS GRAND TOTAL	

Note: Basic services may be recap as the following: 1) Construction/redevelopment recap; 2) Profit margin overhead; 3) Management fee. Contractor shall provide all cost itemizes that correlate with the basic services.

EXHIBIT “A”

HOUSTON AIRPORTS CONCESSIONS MANAGEMENT GUIDE

Please Download at

https://purchasing.houstontx.gov/Bid_Display.aspx?id=T29264

EXHIBIT "B"

SALES HISTORY FOR HOBBY AIRPORT (HOU)

FOUR FAMILIES					
LOCATION	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Pre-Security					
Pappas BBQ	1,566,133.33	1,517,955.23	1,238,155.48	1,266,482.44	790,276.10
Central Concourse					
Hunan Return of the Phoenix	2,156,475.09	2,382,592.47	2,295,794.50	2,438,409.19	1,574,238.43
Wendy's	2,856,764.43	3,033,275.09	2,849,618.14	2,760,535.15	1,812,593.90
Barry's Pizza	1,842,372.52	2,100,061.91	2,051,538.25	2,158,268.86	1,367,097.16
Pappasito's	4,796,777.95	4,990,427.55	4,721,037.08	4,913,226.07	3,034,401.22
Buffalo Wild Wings	4,877,763.28	5,183,001.63	4,622,320.56	4,841,374.93	3,183,279.99
Dunkin Donuts/Baskin Robbins	1,847,906.01	1,945,779.73	1,703,470.02	1,716,348.96	974,891.66
Pappadeaux	8,066,104.05	8,519,513.05	8,420,330.00	8,562,571.87	5,436,240.92
Peet's Coffee	1,875,029.33	1,919,155.02	1,777,322.99	1,866,256.47	1,259,012.80
Pappas Burger	7,091,360.11	8,040,730.00	7,936,954.39	8,148,066.36	5,239,892.49
Subway	2,029,485.97	2,259,974.64	2,079,965.38	2,085,769.67	1,329,853.26
West Concourse					
Yia Yia Mary's		511,262.53	757,625.97	889,547.32	577,328.67
Peet's Coffee		308,273.11	502,920.53	538,652.88	372,550.92
Chick-Fil-A		1,312,518.83	2,296,499.96	2,799,380.86	1,792,628.27
Pappasito's		2,077,418.56	3,538,481.46	4,404,586.99	2,789,277.24
Pappasito's Bar		328,936.77	586,577.70	763,770.81	485,343.18
Peet's Coffee - Bag Claim		54,753.86	49,946.62	-	-

** West Concourse FY 2016 sales reported Oct 15 - Jun 16*

*Peet's Coffee - Bag Claim closed May 2017
July 18 - Jan 2019 reported.*

EXHIBIT "C"

HOUSTON FRIENDLY STANDARDS



Customer Service Vision Statement:

**" To be
Customer Focused
and
Employee Driven "**



RISE:

RELATIONSHIPS

- We work together with integrity; treat every individual with courtesy and respect.
- We honor our commitments and behave in a manner that earns trust.

INNOVATION

- We have the courage and willingness to consider new and unconventional ways of thinking.

SERVICE

- We WOW our customers through a "can do" attitude and respond quickly to meet their needs with earnest effort.
- We find ways to bring fun and joy into our work and bring our customers along for the ride.

EXCELLENCE

- We strive for quality and skillful execution without compromise.



For more information about Houston Airport System, visit www.fly2houston.com

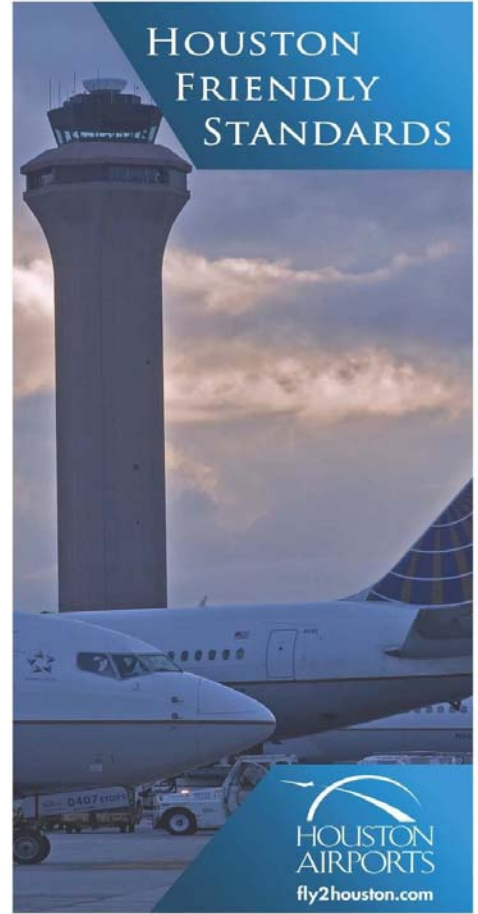


EXHIBIT "C"

HOUSTON FRIENDLY STANDARDS

The Houston Airport System (HAS) strives to exemplify excellence in the area of customer service and works tirelessly to provide a seamless approach to our guests' entire airport experience. With this goal in mind, we have developed a spirit of service that is grounded in the phrase, "Houston Friendly."

"Houston Friendly" helps our team members recognize and follow a set of standards, covering everything from Appearance, to Behavior and Service Standards. These requirements apply to all airport employees, and adherence to them is a condition for employment within the HAS team.

Chances are, you've heard the expression, "A picture is worth a thousand words." It's a common phrase that emphasizes the fact that simple images can have a powerful and lasting impact on individuals. It's also worth noting that this powerful reaction can be either positive or negative, depending on the person's interpretation and point of view.

For the HAS team, the "pictures" that we create for our guests will greatly influence their opinion, not only of the airport(s) they visit, but in many ways for the city of Houston itself. That's why it's so important that we collectively express and convey a sense of motivation, professionalism and confidence, because we are not only representing ourselves and our employer, but our community as well.

This willingness to help and positive attitude is also important when asked to offer assistance to our airport customers. This may involve directions to food and/or merchandise options or help in finding a specific airline gate or other part of the facility. Regardless of the question, your appearance, behavior and attitude are all critical elements that will play a key factor in shaping the passenger's initial impression. Your response must exhibit your commitment and dedication to your job. In an effort to develop consistency in this area, we have developed a set of uniform guidelines for all employees to use in projecting an image that "Wows" our passengers.

Everyone within the HAS organization must remember that travelers do have a choice in regards to the mode of transportation that they choose to use. When that choice involves a trip through a Houston airport, the entire HAS team wins. As a result, we must do everything possible to exceed the customer's expectations, ensuring each and every one of them that they are appreciated and valued.



In addition to our commitment to remain FOCUSED on being "Houston Friendly", these standards have been developed to ensure a picture perfect approach to service. Some expectation examples include but are not limited to the following:

Appearance Standards:

These guidelines apply while you are on airport property.

- ▲ Employees will maintain a well groomed, neat, professional clean appearance at all times. Additionally, use of antiperspirants or deodorant is required at all times.
- ▲ Uniforms will be clean and neatly pressed at all times.
- ▲ Name tags will be worn when applicable at all times.
- ▲ Shirts must be tucked in.
- ▲ Pants must be worn at waist level and with a belt, if applicable.
- ▲ Sunglasses may not be worn indoors while working unless the glasses are prescribed by a doctor or required by safety guidelines laid out by supervisor.
- ▲ Tattoos, brandings, or body piercing, other than the traditional ear piercing (a limit of 2 per ear) should not be visible to our customers.
- ▲ Extremes in dyeing, bleaching or color of the hair are prohibited. The hair must be a natural color (for example, brown, blond, auburn, or black) and well maintained. In addition, non-businesslike hair styles should be avoided.
- ▲ Fingernail polish should be complementary to your skin tone. Polishes not permitted include neon, and multicolored.
- ▲ Nails should not extend more than 1/4 inch from the ends of your fingertips. This is particularly important for food and beverage employees. Long nails interfere with the customer service, sales operations or potentially represent a health hazard.
- ▲ Jewelry should be conservative and kept to a minimum.

Team members should adhere to the City of Houston Dress Code, wear a clean and pressed uniform with proper credentials and are properly groomed to HAS appearance standards.

Behavioral Standards

- ▲ Employees must maintain eye contact while conversing with customers and fellow employees. This standard is suspended when cultural sensitivity and/or differences requires it. If you have any questions on which culture(s) may not be appreciative of direct eye contact, please contact the External Affairs Department for clarification.
- ▲ Employees must refrain from using foul or inappropriate language at any time in the workplace or on the airport property while in uniform or badged.
- ▲ Employees will refrain from eating, drinking, chewing gum, smoking or talking on personal cell phones in the presence of customers while on duty. Personal iPods/mp3 players or ear phone buds are not permitted at any time while employees are on duty.
- ▲ Employees must remain calm when encountering upset or irate customers (classes are available to help employees with this).

HOUSTON FRIENDLY IS: Customer FOCUSED – Employee Driven

- F – Friendly
- O – Observant
- C – Consistent
- U – Understanding
- S – Superior
- E – Engaged
- D – Driven

Service Standards

- ▲ Team members should greet the guest in a professional manner.
- ▲ Team members should use the guest's name appropriately (when known).
- ▲ Team members should anticipate guest needs and/or offer helpful suggestions.
- ▲ Team members should provide extraordinary service, e.g. having fun, paying a compliment, being flexible. Team members should demonstrate sincerity and professionalism through body language and tone of voice.
- ▲ Team members should demonstrate sincerity and professionalism through body language and tone of voice.
- ▲ Team members that receive a complaint should listen, apologize, solve, thank and follow up (where applicable).
- ▲ Team members should communicate and work professionally with co-workers and other departments (present the airport in a positive light).

The success of these standards rest with the good judgment of each individual. The above guidelines are not intended to be all-inclusive. Rather, the guidelines are intended to help set general parameters for proper attire and allow employees to make intelligent judgment about items that are not specifically addressed.

For more information about Houston Airport System, visit www.fly2houston.com

EXHIBIT "D"
CONCESSION OBSERVATION PROGRAM

Please Download at

https://purchasing.houstontx.gov/Bid_Display.aspx?id=T29264

EXHIBIT "E"
COMPENSATION FROM THE CITY

Management Fee & Facility Finance Plan

Either 1 – New Building Or 2 – Lease Existing Building:

1 – New Building					
			1	2	(1+2)
Year	Unamortized Investment (\$)		Amortization (\$)	Management Fee (\$)	Total Fee (\$)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total					
Unamortized Investment Buyout					

Note: New building investment amortized over 25 years at 5.00%. HAS is to buy out unamortized investment at the end of 10 years.

2 – Lease				
	1	2	3	(1+2+3)
Year	Building Lease (\$)	Building Retrofit Fee (\$)	Management Fee (\$)	Total Fee (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Total				
-------	--	--	--	--

I am duly authorized on behalf of _____ to submit this Exhibit E.

Signature: _____

Printed Names: _____

Company: _____

Address: _____

Date: _____

EXHIBIT I

OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, 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./Email Address of Contractor: (_____) _____ - _____ / _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I

**REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION**

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWBE Subcontractor	Street Address, City, State, Zip Code, Tel # & Email	Certification Type {✓}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WBE			

TOTAL	\$
MWBE PARTICIPATION	\$
TOTAL BID AMOUNT	\$

**MWBE PARTICIPATION PLAN
GOOD FAITH EFFORTS**

If you have exhausted your best efforts to comply with the City’s MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

****All firms listed above must be certified by the Office of Business Opportunity at the time of bid submission. This schedule of MWBE participation must be returned with the bid form.**

The undersigned will enter into a formal subcontracting agreement with the M/WBEs and suppliers listed on this participation plan upon award of a contract from the City.

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Date

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/BE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWBE Subcontractor

with the above-referenced contract:

for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business
(M/W/BE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor M/W/BE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/BE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

**EXHIBIT II
ATTACHMENT “C”
CERTIFIED MWBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO MEDIATION**” and contain the following terms:

1. _____(M/WBE 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 Director (“the Director”).
2. _____(M/WBE 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 or the applicable statute of limitations.
3. 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.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. 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 Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

MWBE GOAL: _____

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

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
MWBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Lalla Morris 832--353-0614
611 Walker, 7th Floor
Houston, Texas 77002

OWNERSHIP INFORMATION FORM

Document 00455

OWNERSHIP INFORMATION FORM

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

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

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

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

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

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

INSTRUCTIONS

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

00455-1
12/23/2019

OWNERSHIP INFORMATION FORM

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name: _____

Business Address [No./Street] _____

City / State / Zip Code _____

Telephone Number _____

Bidder's email address

Email Address: _____

STATEMENT OF RESIDENCY

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

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

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

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

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

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

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

A copy of the State of _____ statute is attached.

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

OWNERSHIP INFORMATION FORM
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.

OWNERSHIP INFORMATION FORM

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

OWNERSHIP INFORMATION FORM

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.

OWNERSHIP INFORMATION FORM

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.

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

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Finance Department, Strategic Procurement Division, ATTN: Jerry Adams, Chief Procurement Officer; 611 Walker Street; Basement Level; Houston, Texas 77002. Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

EXHIBIT V

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<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>	<p>OFFICE USE ONLY</p> <p>Data Received</p>	
<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 style="text-align: center;">_____</p> <p style="text-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 style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

EXHIBIT VI

PERFORMANCE BOND

Document 00610

PERFORMANCE BOND

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ _____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for _____, _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

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PERFORMANCE BOND

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

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PERFORMANCE BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

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05-17-2005