

### CITY OF HOUSTON

# REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)

### REHABILITATION OF TAXIWAYS SA & SB AT GEORGE BUSH INTERCONTINENTAL AIRPORT SOLICITATION NO.: HJA-TXSASB-2023-022

Date Issued: June 2, 2023

Pre-proposal Conference and Thursday, June 15, 2023, at 10:30 A.M. CT at

Site Visit: Supply Chain Management, Conference Room 113,

18600 Lee Road, Humble, TX 77338.

**Site Visit at IAH**: June 15, 2023 at 1:30 P.M. (CT). Attendees meet at IDO Building, 111 Standifer Drive,

Humble TX 77338.

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Questions Deadline: June 23, 2023 By 3:00 P.M. CT

Solicitation Due Date: Thursday, July 27, 2023 at 2:00 P.M. CT

Solicitation Contact Person: Jorge Ardines

Sr. Procurement Specialist jorge.ardines@houstontx.gov.

(281) 233-1620

**Project Summary:** The City of Houston is issuing this Request for Competitive Sealed Proposals (CSP) to solicit and procure a contractor who can provide services for the Rehabilitation of Taxiways SA & SB at IAH airport. Work would include: milling and overlay of bituminous pavement, widening of bituminous shoulders and radii, bituminous crack repairs, PCC panel repairs and replacement, various drainage impovements, grading, airfield electrical lighting and signage, and marking

NIGP Code: 912-00 DBE Goal: 24%

DocuSigned by:

5/30/2023 | 12:30 CDT

Jedediah Greenfield Chief Procurement Officer City of Houston

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### **GENERAL INFORMATION**

### 1.0 GENERAL OVERVIEW

The Houston Airport System (HAS) is seeking proposers to provide the services in the rehabilitation of Taxiways SA and SB including the connecting taxiways. Work will include milling and overlay of bituminous pavement, widening of bituminous shoulders and two radii, bituminous crack repairs, PCC panel repairs and replacement, various drainage impovements, grading, airfield electrical lighting and signage, and marking.

- 1.1 Sealed proposers shall consist of the following, each to be labeled with the assigned Solicitation Number HJA-TXSASB-2023-022, located on the first page of this CSP:
- 1.1.1 Two (2) hard copies of the proposal package, including one (1) printed original signed in blue ink on the Official Signature Page by an authorized officer of the Proposal;
- 1.1.2 Seven (7) USB flash drives containing a scanned electronic copy of your original proposers package (to include the hard copy of the Electronic Proposal Form and all required forms designated in Section 18.0, in a sealed envelope/box; and
- 1.1.3 Two (2) hard copies OR two (2) USB flash drives containing electronic copies of the requested financial information in a separate sealed envelope/ box labeled with "Financial Information," along with the assigned Solicitation Number.

All of the information above should be sent to:

Houston Airport System Attn: Cathy Vander Plaast Aviation Procurement Officer Supply Chain Management (SCM) 18600 Lee Road Humble, Texas 77338

- 1.2 The deadline for the submittal of the proposals to SCM is no later than the date and time indicated on the first page of the CSP document. All proposals will be opened and publicly read in the Supply Chain Management Conference Room 113, at 2:15:00 PM on the solicitation due date. Failure to submit the required number of copies may be cause for disqualification from the CSP process.
- 1.3 Proposers may elect to mail or personally deliver their proposal to Supply Chain Management. Proposer(s) may submit their proposals to Supply Chain Management any time prior to the stated deadline.
- 1.4 The City shall bear no responsibility for submitting responses on behalf of any Proposer.
- 1.5 Award shall be made only to a Proposer that is responsive and responsible, as defined in Section 32.0.
- 1.6 Solicitation Schedule
- 1.6.1 Below are dates of significance for this Competitive Sealed Proposals (CSP).

Description	Scheduled Date
Date of CSP	06/02/2023
Pre-Proposal Conference and Site Visit	06/15/2023
Questions from Respondents Due to City	06/23/2023
Proposals Due from Respondents	07/27/2023
Council Agenda Date (Estimated)	10/04/2023
Contract Start Date (Estimated)	10/11/2023

### **SUMMARY OF WORK/TECHNICAL SPECIFICATIONS**

### 2.0 <u>OVERVIEW</u>:

2.1 The Houston Airport System is seeking a Contractor who will provide a turnkey proposal for all services, management, supervision, labor, parts, equipment, materials, tools, instruments, supplies, expendable items, incidentals, and transportation required for the varible depth milling and replacement of bituminous pavement on Taxiway SA and SB as well as the connecting taxiways. Varible depth milling, bituminous overlay and widening of bituminous shoulders along the taxiways. Bitiminous crack repairs at various locations, and radii at locations shown on the plans, PCC panel repairs and replacement, various drainage impovements, grading, airfield electrical lighting and signage, and marking at George Bush Intercontential Airport (IAH).

### 2.2 <u>Summary Of Work/Technical Specifications (IAH PN 646A – Attachment A- Div01)</u>

2.2.1 The Houston Airport System (HAS) has a continuing capital renewal and redevelopment program. This project consists of pavement rehabilitation of the taxiways in what is known as the south complex consisting of the primary pavements of Taxiways SA, SB and Runway 9-27. Work will include milling and overlay of bituminous pavement, widening of bituminous shoulders and two taxiway radii, bituminous crack repairs, PCC panel repairs and replacement, various drainage impovements, grading, airfield electrical lighting and signage, and marking.

### 3.0 <u>SECURITY AND BADGING</u>

3.1 If required, HAS will escort Contractor to the work area. HAS may elect to have a representative of HAS remain with the Contractor's personnel during the performance of the work. Contractor shall conform to all HAS and Federal Aviation Administration (FAA) security directives, rules, and regulations. Contractor shall comply with applicable FAA and Transportation Security Administration (TSA) rules governing security at the airport, as may be amended from time to time.

### 4.0 <u>INVOICING</u>

4.1 Contractor shall submit monthly invoices for work completed at each airport on a form(s) approved in advance by the Director and/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 payment was incorrect. In addition, it does not preclude HAS from recovering excess payments.

4.1.1 Each invoice submitted shall be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. 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

- 4.1.2 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.
- 4.1.2.1 Requirements are as follows:
- 4.1.2.1.2 Submit invoices in "PDF" or "TIFF" format.
- 4.1.2.1.3 Submit to has.accountspayable@houston.tx.gov
- 4.1.3 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
- 4.1.4 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.
- 4.1.5 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified, or fails to obtain an approved work schedule prior to beginning work.

### 4.3 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

4.3.1. In accordance with Chapter 15 of the City of Houston's Code of Ordinances, Supplier/Lessor/Professional Service Provider represents to be an equal opportunity employer and agrees to abide by the terms of the Ordinance. This certification is required of all Suppliers/Lessors/Professional Service Providers providing goods or service to this project with agreements \$50,000 or more. Any contract for professional services that results from this RFQ will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of

contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

4.3.2. DBE Compliance Equal Employment Opportunity and Disadvantaged Business Enterprise (DBE) Participation.

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

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

Consultant shall make Good Faith Efforts, as defined in City of Houston Ordinance and 49 CFR Part 26, to subcontract \_\_% of the dollar value of the prime contract to small business concerns at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of each class of voting stock outstanding and 51% of the aggregate of all stock outstanding is owned by one or more such individuals, and whose management and daily business operations are controlled by the socially and economically disadvantaged individuals who own it. "Socially and economically disadvantaged individual" means a U.S. citizen (or a lawfully admitted permanent resident of the United States) who is:

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

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

Include the names and addresses of any DBE firms which the Respondent intends to retain and the percentage and Summary of Work each would perform. Include a copy of the certification letter and/or certificate each DBE firm.

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

4.3.3. DBE subcontracts must contain the terms set out in Document 470D (DBE Subcontract Terms).

### 5.0 PRE-PROPOSAL CONFERENCE

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

#### 5.2 **Site Visit:**

Thursday, June 15, 2023,, , at 1:30 P.M. (CT). Attendees meet at IDO Building 111 Sandifer Drive, Humble TX 77338.

### 6.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions should be addressed to the Supply Chain Management Senior Procurement Specialis, Jorge Ardines, at: <a href="mailto:jorge.ardines@houstontx.gov">jorge.ardines@houstontx.gov</a>, no later than , **June 23, 2023,at 3:00 P.M**. The City shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the CSP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this CSP.

### 7.0 <u>LETTER(S) OF CLARIFICATION</u>

- 7.1 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 of Houston in writing or outlined in this CSP should be used in preparing proposers responses.
- 7.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

### 8.0 <u>EXAMINATION OF DOCUMENTS AND REQUIREMENTS</u>

- 8.1 A Proposer shall carefully examine all CSP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the Proposer meets the intent of this CSP.
- 8.2 Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this CSP. 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 CSP.

### 9.0 EXCEPTIONS TO TERMS AND CONDITIONS

9.1 A Proposer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, or is otherwise non-compliant with the provisions herein, may be rejected.

### 10.0 <u>ACCEPTANCE AND REJECTION OF PROPOSALS</u>

- 10.1 The City reserves the right to accept or reject, in whole or in part, any or all proposers received to the extent non-compliant with the provisions herein and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City.
- The City may accept this proposal by issuance of a Contract covering award of said proposers to this Proposer at any time on or before the 180th day following the day this official proposal Form is opened by the City. This proposal shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

### 11.0 GENERAL CONDITIONS

- 11.1 This CSP does not commit the City to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- The proposal will become part of the City's official files without any obligation on the City's part. All proposals shall be held confidential from all parties other than the City until after the proposals are opened and publicly read. After award, the proposals shall be available to the public through Texas Public Information Act (TPIA) process.
- 11.3 The City shall not be held accountable if material from responses is obtained without the written consent of the Proposer(s) by parties other than the City, at any time during the proposal evaluation process.
- In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Confidential." The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 11.5 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City (including any and all members of the proposers evaluation committees).
- Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this CSP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 11.7 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the CSP at the time a proposers is submitted to the City.

- 11.8 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor.
- 11.9 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 11.10 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 11.11. Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 11.12 The City reserves the right to waive any minor informality concerning this CSP, or to reject any or all proposers or any part thereof to the extent non-compliant with the terms herein.
- 11.13. The City reserves the right to request clarity of any proposers after they have been received.
- 11.14 After Contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the CSP . Any subcontracting not specified in the CSP will need prior written approval from the Aviation Procurement Officer.
- 11.15. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 11.16. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.
- 11.17 The City reserves the right to inspect the Proposer's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.
- 11.18 The Proposer must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Proposer will provide records of warranty and repair services upon request by City. The City shall be the sole judge as to whether the services performed are similar to the summary of work contained herein and whether the Proposer is capable of performing such services.

### 12.0 SPECIAL CONDITIONS

### 12.1 Protest

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) http://www.houstontx.gov/policies/administrative policies.html

### 12.2 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 Proposersder 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.

#### 12.3 Zero Tolerance Policy For Human Trafficking And Related Activities

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

#### 12.4 Compliance With Certain State Law Requirements

Anti-Boycott of Israel. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that at the time of this Purchase Order neither Vendor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

### 12.5 <u>Preservation Of Contracting Information</u>

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this proposers [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."

### 12.6 Equal Opportunity Employment

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

### 13.0 <u>SELECTION PROCESS</u>

The award of this Contract(s) will be made to the Proposer(s) offering the best value to the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to supply the required goods and/or services. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any proposers if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposersder will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

Α	Experience & Reputation of Proposer	30 points
В	Price	50 points
С	Proposer's ability to meet or better project milestone	20 points
D	Proposer's Financial Stability	Pass/Fail
E DBE Participation		Pass/Fail
	Total %	100 points

- An evaluation committee shall evaluate Proposer's submissions in accordance with the evaluation criteria listed in Item 13.1 above. 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, and/or interview. Following these City-to-Proposer(s)' meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue a 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.
- 13.3 The City reserves the right to request that Proposer(s) provide a final presentation handout of their Submission at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposer may be scheduled for more than one presentation, demonstration, or interview.

### 14.0 SUBMITTAL REQUIREMENTS

To simplify the review process, the Propsers) must provide the responses to the items set forth below and include this information as requested in their proposers packet to allow for the evaluation committee to conduct a thorough assessment of the Respondent(s) experience and capabilities. Moreover, Proposers(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

### 14.1 EXPERIENCE & REPUTATION OF PROPOSER (30 Points)

Organization - Stable & Well Established
Experience with similar type of construction on airports
Experience with FAA specifications
Experience with nightime construction
Experience in same Size/Summary of Contracts
Pending legal action
Reference Checks

### 14.2 **PRICE** (50 Points)

<u>VENDOR'S SUBMITTAL</u> (Attachment C – Pricing)

Evaluate based on overall price of the offer - Lowest price gets Maximum Points Formula: Lowest Price/Higher Price = % \* Maximum Points = Awarded Points Failure to price all aspects gets 0 ranking.

### 14.3 PROPOSER'S ABILITY TO MEET OR BETTER PROJECT MILESTONE (20 Points)

Drawing Approval Fabrication & Delivery

Installation & Acceptance Overall Completion

### 14.4 FINANCIAL STRENGTH OF CONTRACTOR (Pass/Fail)

**VENDOR'S SUBMITTAL** 

Liquidity Ratio
Debt Ratio
Operational Ratio
Profitability Ratio
Asset Turnover

### 14.5 **DBE PARTICIPATION – GOAL (24%) (Pass/Fail)**

**VENDOR'S SUBMITTAL** 

Submitted forms & letter of intent

### 15.0 BONDS

### 15.1 <u>Proposers Bond</u>

The Contractor shall be required to provide and submit with the proposers a Proposers Bond in the amount of 10% of thetotal amount proposers by the Contractor. The Proposers Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Proposersder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and 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, or a Cashier's ora Certified check in a like amount. Company or personal checks are not acceptable.

#### 15.2 Performance Bond And Payment Bond

The successful Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of the Contract if the award is in excess of \$25,000.00.

The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this proposersder (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(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the Aviation Procurement Officer, on or before the tenth (10<sup>th</sup>) day followingthe day the proposersder receives notice from the City.

### 15.3 Maintenance Bond:

The Contractor shall furnish a maintenance bond in the total (100%) proposers amount in the form required by the City (sample attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work

within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

### 16.0 QUALITY AND WORKMANSHIP

The Proposer must be able to demonstrate upon request that it has performed satisfactorily, services similar to the services specified herein. The proposer will provide records of warranty and repair services performed for others upon request. The City of Houston shall be the sole judge whether the services performed are similar to the summary of work specified herein.

### 17.0 <u>SITE INSPECTION</u>

The City of Houston reserves the right to inspect the proposer's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

### 18.0 RELATED DOCUMENTS

Refer to section 35.0 city required documents and attachments.

#### 19.0 DEFINITIONS

The terms defined in Document 00700 - General Conditions and the Project Manual shall have the same meaning in this Request for Competitive Sealed Proposals (CSP). In addition to the terms defined in the Document 00700 – General Conditions and the Project Manual, the following terms are defined as follows:

- 19.1 **Addendum**: Written or graphic instrument issued prior to the opening of the Proposals, which clarifies, modifies, corrects, or changes the Request for Competitive Sealed Proposals.
- 19.2 **Alternatives**: The total amount proposed for additions to work, as described in Section 01110 Summary of Work. The City may accept or reject Alternatives. Each Alternative includes cost of effects on adjacent or related components, and Proposer's overhead and profit.
- 19.3 **Code**: Code of Ordinances, Houston, Texas.
- 19.4 **Director**: Director of the Houston Airport System, the City of Houston's Department of Aviation.
- 19.5 **Project Manual**: Volume assembled for the Work that includes the proposal requirements, sample forms, Conditions of the Contract (General and Supplemental), and Specifications.
- 19.6 **Project Manager**: Person designated to ensure execution of the work after City Council awards a contract.
- 19.7 **Proposal**: A complete submittal in response to the Request for Competitive Sealed Proposals in accordance with this solicitation document.

- 19.8 **Proposal Submittal Date**: Date and time set for receipt of Proposals as stated in Section 1.2 in Part 1 General Information of this document or as modified by Letter of Clarification or Addenda.
- 19.9 **Proposal Supplements**: The proposal submittals that are required in .
- 19.10 **Proposer**: Person or firm, identified in Affidavit of Ownership, including its successors, and its authorized representative offering to perform the Work in accordance with the Request for Competitive Sealed Proposals.
- 19.11 **Security Deposit**: A bid bond in the amount of 10 percent of the Total Proposal Price.
- 19.12 **Selected Proposer**: The Proposer that is selected by the City based on the published selection criteria and ranking system set out Evaluation Criteria and Selection Process of this document.
- 19.13 **Total Bid Price**: Total amount proposed for performing the Work (includes both Base Bid and all Alternatives) as identified by Proposer.

### 20.0 <u>NOTICE TO PROPOSERS</u>

- The City is accepting Competitive Sealed Proposals for a construction contract, pursuant to Chapter 2269, Subchapter D, of the Texas Government Code, in accordance with the terms set forth in this CSP. This CSP provides sufficient information for interested parties to prepare and submit Proposals for consideration by the City.
- 20.2 PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS CSP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL CSP REQUIREMENTS AND QUESTIONS AS DIRECTED.
- The description of the Project, summary, estimated budget, schedule and other information related to the Project are set out in CSP.

### 21.0 REQUEST FOR COMPETITIVE SEALED PROPOSALS

- The CSP may be obtained electronically at the following Houston Airport System website: <a href="http://www.fly2houston.com/biz/opportunities/solicitations/">http://www.fly2houston.com/biz/opportunities/solicitations/</a>.
- On receipt of CSP, Proposer shall verify that documents are legible and complete, compare contents of the solicitation packet with Document 00010 Table of Contents, and compare Index of Drawings with Document 00015 List of Drawings. Proposer shall notify the Contact Person identified on the front page of this solicitation if documents are incomplete.
- 21.3 City of Houston Standard Specifications and/or Standard Details are required as indicated by Attachments A and B and Project Drawings.

### 22.0 EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS

- 22.1 Proposer shall examine the Project site, become familiar with local conditions under which the Work shall be performed, conduct appropriate investigations, and correlate personal observations with requirements of the CSP before submitting a Proposal.
- 22.2 Proposer shall make site investigations to the extent Proposer deems necessary to ascertain extent of subsurface conditions.
- 22.3 Failure of Proposer to perform the investigations prior to submitting a Proposal does not relieve Proposer of responsibility for investigations, interpretations and proper use of available information in the preparation of its Proposal.
- 22.4 Proposer shall observe limitations of access to occupied or restricted site as stated below.
- Area within contract limits is currently restricted. Access for examination is restricted to times, durations, routes and presence of City authorities, occurring at the conclusion of the Pre-Proposal Meeting, provided that Proposers submit a completed Attachment F Pre-Proposal Site Visit Registration Form via email to Jorge Ardines, Sr. Procurement Specialist, no later than 2:00 p.m. CDT, on May 10, 2022. See also, Section 5.0 Pre-Proposers Conference for dates and times for conference and site visits information.

### 23.0 ADDENDA/LETTERS OF CLARIFICATION

- Requests for additional information and questions should be addressed via email to the HAS Sr. Procurement Specialist, Jorge Ardines, MBA: <a href="mailto:jorge.ardines@houstontx.gov">jorge.ardines@houstontx.gov</a> no later than 3:00 pm, CT June 23, 2023. The email subject line should state "QUESTIONS Rehab Taxiways SA & SB at IAH". The City shall provide written responses to all questions received in writing before the proposal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the CSP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this CSP.
- 23.2 PROPOSERS WHO SUBMIT A PROPOSAL ON THIS PROJECT SHALL BE PRESUMED TO HAVE RECEIVED ALL ADDENDA/LETTERS OF CLARIFICATION AND TO HAVE INCLUDED ANY COST THEREOF IN THEIR PROPOSALS, REGARDLESS OF WHETHER THEY ACKNOWLEDGE THE ADDENDA OR NOT.
- 23.3 Addenda/Letters of Clarification will be posted online on the Houston Airport System's website.

### 24.0 <u>SUBSTITUTION OF PRODUCTS</u>

24.1 No substitutions of Products will be considered during the proposal period.

### 25.0 PREPARATION OF PROPOSAL

- 25.1 Proposer must organize Proposal as set out in Section 34.0 SUBMISSION REQUIREMENTS Proposal Organization and Selection Criteria.
- 25.2 Proposer shall fill in applicable blanks in Pricing Document, Attchment C.

- 25.3 Proposer is responsible for all costs incurred by the Proposer, associated with preparation of its Proposal and compliance with Post-Proposal Procedures.
- 25.4 Proposer may not adjust Cash Allowance amounts.
- 25.5 Proposer may not adjust preprinted price on line items stating "Fixed Unit Price" in the description on the Proposal Form
- 25.6 Proposer may increase preprinted price on line items stating "Minimum Bid Price" in the description on the Proposal Form by crossing out the minimum and inserting revised price on the line above.
- 25.7 Proposer may decrease preprinted price on line items stating "Maximum Bid Price" in the description on the Proposal Form by crossing out the maximum and inserting revised price on the line above.
- 25.8 Proposer shall insert a price no greater than the maximum preprinted range and no less than the minimum preprinted range for line items stating "Fixed Range Unit Price" in the description on the Proposal Form by crossing out prices noted and inserting revised price on the line above.

### 26.0 PROPOSAL SUBMISSION

26.1 The Houston Airport System's Aviation Procurement Officer will receive Proposals until 2:00 p.m. CT on July 27, 2023, at:

Supply Chain Management Office 18600 Lee Road Humble, TX 77338.

- Proposals submitted after the Proposal Submittal Date will be returned to Proposer unopened.
- 26.3 Proposer shall submit in person or by mail in accordance with Section 26.1.1 Proposal Submission.
- 26.4 Verbal, facsimile or electronic Proposals are invalid and will not be considered.
- Proposers shall submit one (1) original (marked original) signed in BLUE ink by the authorized person that is binding the proposed Firm and ten (10) hard copies and ten (10) electronic copies (USB thumb drives) of its proposal with required Proposal Security, and required Proposal Supplements, in a sealed, opaque envelope. In addition, Proposer shall clearly identify Project, Proposal Date and Proposer's name on the outside of envelope. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed for postal delivery.
- 26.6 Proposer shall submit Document 00470D Bidder's DBE Participation Plan with the proposal. If the DBE goal is not met, the Document 00471 Pre-Proposal Good Faith Efforts, and Document 00472 Bidder's DBE Goal Deviation Request form shall also be included in the submission with the CSP.

- The proposer selected for an award will be the Proposer whose Proposal as presented in the response to the CSP, is the most advantageous to the City and offers the best value. The City is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of the City as determined by the City.
- 26.8 Submission of a Proposal indicates Proposer's acceptance of the evaluation technique and Proposer's recognition that some subjective judgments must be made by the City during the assigning of points.

### 27.0 PROPOSAL SECURITY

- 27.1 Proposer shall submit a Proposal Security with its Proposal equal to 10% of the total amount proposed price as per Document 00430.
- 27.2 Certified Check or Cashier's Check
- 27.3 Proposer shall make check payable to the City of Houston
- 27.4 A check is submitted on the condition that if Proposer is selected and fails to timely and properly submit documents required in Section 35.2 Post Proposal Procedures, the City will cash the check in accordance with Paragraph 28.1.5.

### 28.0 PROPOSAL SECURITY BOND

- 28.1 The Proposal Security must be a valid and enforceable bond, signed by a surety that complies with other requirements set out by law.
- The Proposal Security must name the City of Houston as oblige, and be signed by the Proposer as principal and signed and sealed by the surety.
- The Proposal Security must be conditioned such that if Proposer is the Selected Proposer and then fails to timely and properly submit documents required in Section 35.2 Post-Proposal Procedures, surety will be obligated to pay to the City an amount in accordance with Paragraph 28.1.5.
- 28.4 Proposal Securitys will be retained until after the Contract is awarded or all Proposals are rejected.
- The selected Proposer forfeits Proposal Security if it fails to timely and properly submit documents required in Section 35.2 Post-Proposal Procedures. The City may claim an amount equal to the difference between the Total Bid Price of the defaulting Proposer and the Total Proposal Price of the Proposer awarded the Contract. If Proposal Security is a check, the City will reimburse any remaining balance to the defaulting Proposer.

### 29.0 SUBCONTRACTORS AND SUPPLIERS

- 29.1 The City may reject proposed Subcontractors or Suppliers.
- 29.2 Refer to Document 00800 Supplementary Conditions, for DBE goals.

30.0	MODIFICATION OR WITHDRAWAL OF PROPOSAL
30.1	A Proposer may modify or withdraw a Proposal submitted before the Proposal Submittal Date by written notice to the Houston Airport System, Supply Chain Management. The notice may not reveal the amount of the original Proposal and must be signed by the Proposer.
30.2	Proposer may not modify or withdraw its Proposal by verbal, facsimile, or electronic means.
30.3	A withdrawn Proposal may be resubmitted up to the time designated for receipt of Proposals.
31.0	PROPOSAL DISQUALIFICATION
31.1	The City may disqualify a Proposal if the Proposer:
31.1.1.1	Fails to provide required Security Deposit in the proper amount;
31.1.1.2	Improperly or illegibly completes information required by the CSP;
31.1.1.3	Fails to sign Proposal or improperly signs Proposal;
31.1.1.4	Improperly submits its Proposal including failing to properly complete and submit documents required by Pricing Document, Attachment C.
31.1.1.5	When requested, Selected Proposer shall present satisfactory evidence that Proposer has regularly engaged in performing construction work as proposed, and has the capital, labor, equipment and material to perform the Work.
32.0	CONTRACT AWARD PROCESS
32.1	Proposals are opened and publicly read at the Supply Chain Management Office, 18600 Lee Road, Humble, TX 77338 on the Proposal Submittal Date.
32.2	The Aviation Procurement Officer or her designee will publicly identify the names of the Proposers and the monetary amount of the Proposals. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents of the Proposal prior to award.
32.3	City will evaluate and rank each Proposal satisfying minimum qualifications with respect to the selection criteria contained in the Evaluation Criteria.
32.4	After opening and ranking, an award may be made on the basis of the Proposals initially submitted, without discussion, clarification or modification, or, the City may discuss with the Selected Proposer offers for cost reduction and other elements of the Selected Proposer's Proposal. If the City determines that it is unable to reach a contract satisfactory to the City with the Selected Proposer, then the City will terminate discussions with the Selected Proposer and proceed to the next Proposer in order of selection ranking until a contract is reached or the City has rejected all Proposals.
32.5	The City may not disclose any information derived from the Proposals submitted by

competing Proposers in conducting the discussions.

- The City reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, or to reject any and all Proposals.
- 32.7 The City will send to the Selected Proposer Document 00498-Notice of Intent to Award.
- 32.8 The Proposal remains open to acceptance and is irrevocable for the period of time stated in this solicitation.

### 33.0 <u>MISCELLANEOUS PROVISIONS</u>

- 33.1 The City of Houston Fair Campaign Ordinance makes it unlawful for Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, all partners of partnerships, and all officers, directors, and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each proposal for a City Contract. Proposer shall complete and submit Document 00455, Contractor Submission List, City of Houston Fair Campaign Ordinance, with its Proposal to comply with this requirement. See Chapter 18 of the Code for further information.
- Chapter 15, Article VIII, of the City's Code provides that no contract shall be let, nor any other business transaction entered into, by the City with any person indebted to the City or a qualifying entity, if the contractor or transaction comes within the provisions of Section 15-1 (c) of the Code. Exceptions are provided in Section 15-126 of the Code. Proposer shall complete and submit Document 00455 Affidavit of Ownership or Control with its Proposal to comply with this requirement.
- 33.3 Materials furnished by a Proposer shall become the property of the City and shall be considered public information, except for information that may be exempt from disclosure under the Texas Public Information Act.

### 34.0 SUBMISSION REQUIREMENTS

### 34.1 EACH CSP SHALL BE ORGANIZED IN THE FOLLOWING ORDER:

### 34.1.1 Outside Cover

**This** shall contain the name of the CSP "HJA-TXSASB-2023-022, Contractor for Rehabilitation of Taxiways SA & SB at IAH", the name of the Proposer, and the submittal date. Remember to label the original documents as "ORIGINAL" on the outside cover.

#### 34.1.3 Table of Contents

#### 34.1.4 Team Introduction Letter

34.1.4.1 Letter shall contain a brief summation introducing all individuals proposed for the Team and their proposed role.

### **34.1.5 SECTION 1 – TRANSMITTAL LETTER** (1 page maximum)

34.1.5.1 Submit a transmittal letter to Cathy Vander Plaast, Aviation Procurement Officer, Houston

Airport System. The transmittal letter shall state: "The Proposal is valid for 180 days, and that the signer of the document is authorized by the Proposer to sign the document."

- 34.1.5.2 One copy of the transmittal letter shall contain the original signature of the team lead.
- 34.1.5.3 The Proposer's transmittal letter must acknowledge the receipt of all CSP Letters of Clarification or Addenda.

### 34.1.6 SECTION 2 – DESCRIPTION OF FIRM

Provide a general description of the firm including systems, services, and staffing offered, number of employees, office locations, and the number of years in business.

#### 34.1.7 SECTION 3 – EXECUTIVE SUMMARY

- 34.1.7.1 The Executive Summary should provide an overview of the qualifications necessary to accomplish the Project, which includes a narrative statement of the Proposer's understanding of the Project and key points in their Proposal. At a minimum, the Executive Summary must contain the following information:
- 34.1.7.1.1 Complete legal name of the Proposer, the name of the legal entities that comprise the Proposer, and all proposed subcontractors. The Proposer must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices. If the Proposer is made up of more than one firm, the legal relationship between these firms must be described.
- 34.1.7.1.2 Prepare a narrative statement that describes the Proposer's understanding of the work involved in performing the Summary of Work that is described in the Summary of Work and Technical Specs.
- 34.1.7.1.3 The Proposer shall address its understanding of the following:
- 34.1.7.1.3.1 Proposed Summary of Work.
- 34.1.7.1.3.2 The complexity, challenges, and problems involved in planning and performing the work associated with the proposed Summary of Work.
- 34.1.7.1.3.3 Description on how to best utilize sub-consultants to achieve project success.
- 34.1.7.1.3.4 Approaches and philosophy of dealing with problems.
- 34.1.7.1.3.5 Experience dealing with key issues.
- 34.1.7.1.3.6 Any additional issues or matters relating to the Summary of Work that the Proposer believes should be addressed.

34.1.8	SECTION 4 - COMPANY EXPERIENCE	
34.1.8.1	Refer to Section 14.1	
34.1.9	SECTION 5 - STAFFING/KEY PERSONNEL	
34.1.9.1	Refer to Section 14.1	
34.1.10	SECTION 6 - CONSTRUCTION SERVICES	
34.1.10.1	Refer to Section 14.3	
34.1.11	SECTION 7 – PRICE PROPOSAL	
34.1.11.1	Refer to Section 14.2	
34.1.12	SECTION 8 – OTHER CITY ORDINANCES, POLICIES AND EXECUTIVE ORDERS	
34.1.12.1	Proposers should familiarize themselves with pertinent ordinances, policies and executive orders that relate to contracting with the City. Reference <b>City Required Documents</b> for listing.	
34.1.13	SECTION 9 – FINANCIAL CAPABILITIES	
34.1.13.1	Proposer is required to submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of its Financial Statements with its Submittal.	
34.1.13.2	Proposer must provide audited financial statements if they are available. If audited financial statements are not available, Proposer must provide tax returns with unaudited or reviewed financials.	
34.1.13.3	Provide a brief statement of the Proposer's bonding ability to fulfill the obligations.	
34.1.14	SECTION 10 – ADDITIONAL INFORMATION	
34.1.14.1	The Proposer is invited to describe any particular aspects of its organization or submitted that, by way of background, experience, unique qualifications, or other basis would set apart from the competition in its ability to accomplish the Summary of Work.	
34.1.15	Experience Modification Ratio	
34.2	If the Proposer believes any information, data, process or other material in its Proposa	

material is believed to be proprietary or confidential.

should be considered by the City to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis the

### 35.0 CITY REQUIRED DOCUMENTS AND ATTACHMENTS

### 35.1 FORMS TO BE SUBMITTED WITH PROPOSALS (ATTACHMENT H)

00410 A/B Attachment C Pricing Form(s)

00430 Surety (Bid/Proposal) Bond

00450 Bidder's Statement of DBE Status

00454 Affidavit of Non-Interest

00455 Affidavit of Ownership Information Form

00456 Certification of Compliance with Buy American Program

00457 Conflict of Interest Questionnaire

00458 Certification Regarding Foreign Trade Restrictions

00459 Contractor's Statement Regarding Previous Contracts Subject to EEO

00460 Pay or Play Program Acknowledgement Form \*

00470D Bidder's DBE Participation Plan \*\*

00480 Reference Verification Form

00481 Anti-Collusion Statement

00700 General Standards

00701 AC 150/5370-10H FAA General Contract Provisions

00800 Supplemental to General Standards

00801 Supplementary Conditions for Project Funded by AIP Grant

00806 Disadvantage Business Enterprise (DBE)

00807 Contractor Requirements for Disadvantage Business Enterprise (DBE)

00810 Wage Rates (FAA) for Highway Construction

00840 POP Operating Procedures

\* Link for <a href="http://www.houstontx.gov/obo/popforms.html">http://www.houstontx.gov/obo/popforms.html</a>

http://www.houstontx.gov/obo/docsandforms/Document\_00470D\_Fillable.pdf

# 35.2 DOCUMENTS TO BE SUBMITTED WITHIN 10 BUSINESS DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD

00501 Resolution of Corporation

<sup>\*\*</sup> Link for fillable pdf forms:

00520 Agreement 00600 List of Proposed Subs and Suppliers 00601 Drug Policy Compliance Agreement 00604 History of OSHA Actions and List of On-The-Job Injuries 00605 Instructions for Prep. List of Safety Impact Positions 00606 Contractor's Certificate of No Safety Impact Positions 00607 Certification Regarding Debarment, Suspension, Ineligibility 00608 Contractor Certification Regarding Non-Segregated Facilities 00609 List of Nonroad Diesel Equipment 00610 Performance Bond 00611 Statutory Payment Bond 00612 One Year Maintenance Bond 00613 One Year Surface Correction Bond 00620 Affidavit of Insurance 00621 Certificate of Insurance (ACORD Form) 00629 Affidavit for FAA Form 7460-1 00630 Certificate of Compliance with POP program \*\* 00631 POP Program List of Subs \*\*

00636 Form 1295 – Certificate of Interested Parties

00632 Certification by Professional Service Provider

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### **ATTACHMENTS**

The following listed attachments may be obtained <u>electronically</u> at the Houston Airport System website:

### https://www.fly2houston.com/biz/opportunities/solicitations/

Attachment A - Volume 1 Div01\_Div02\_Div27 Technical Specifications

Attachment B - Volume 2 IAH Construction Safety and Phasing Plan

Attachment C - Document 00410 A/B Pricing Form

Attachment D - Davis Bacon Wage Rate for Highway Construction

Attachment E - CATEX Report

Attachment F - Geotechnical Report

Attachment G - Pre-Proposal Site Vislt Registration Form

Attachment H - Miscellaneous Div00 Documents

Exhibit 1 Document 00320 Geotechnical Information and Document 00340 Environmental Information

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Item #	REQUIRED SUBMITTAL	Check (√)
1.	Table of Contents	
2.	Team Introduction Letter	
3.	Section 1 – Transmittal Letter	
4.	Section 2 – Description Of Firm	
5.	Section 3 – Executive Summary	
6.	Section 4 – Company Experience	
7.	Section 5 – Staffing/Key Personnel	
8.	Section 6 - Construction Services	
9.	Section 7 – Price Proposal	
10.	Section 8 – Other City Ordinance, Policies and Executive Orders	
	Section 9 – Financial Capabilities	
11.	(To be submitted in separate sealed envelope)	
12.	Section 10 – Additional Information	
13.	Experience Modification Ratio (EMR)	
14.	Forms to be submitted with Proposal as per Section 35.1	
15.	Addenda	
16.	Intentionally left blank	