



**CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
REQUEST FOR QUALIFICATIONS (RFQ)
SOLICITATION NO.: H37-PCTS-2020-014
PROFESSIONAL COMPETENCY TRAINING SERVICES FOR
HOUSTON AIRPORT SYSTEM (HAS)**

Date Issued: October 23, 2020

Pre-Submittal Conference: November 6, 10:30 A.M., CST
Microsoft Teams Tele-Conference
<https://bit.ly/3dCTQBt>

Questions Deadline: November 10, 2020 @ 12:00 P.M. (noon), CST

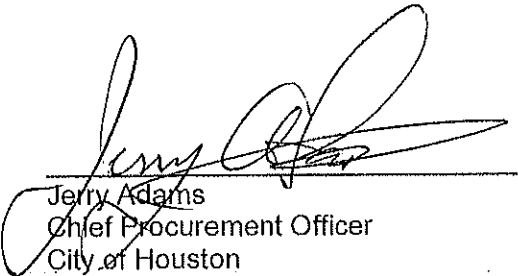
**Statement of Qualification
Due Date:** December 8, 2020 @ 2:00 P.M., CST

**Solicitation Contact
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Project Summary: This RFQ invites qualified firms to submit statements of qualification that meet the Scope of Services and assist the Houston Airport System with providing learning and development opportunities in four categories as follows: 1) Airport Core Competencies and Skills; 2) Safety and Compliance Courses; 3) Leadership & Management Skills -, and 4) Functional & Business Skills -. These learning and development opportunities will improve the employees' ability to maximize operational effectiveness and increase safe and dynamic air service network.

NAICS Code: 661210, 611420, 611430

M/WBE Goal: 24%



Jerry Adams
Chief Procurement Officer
City of Houston

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PART I – GENERAL INFORMATION

1.0 GENERAL INFORMATION

1.1 The City of Houston ("City"), Houston Airport System (HAS) is currently seeking Statements of Qualification (SOQ) from prospective and qualified respondents for an Agreement for the Professional Competency Training Services contract.

2.0 PURPOSE

2.1 The purpose of this solicitation is to identify successful contractors through submission of qualifications for Professional Competency Training Services for the Houston Airport System's Human Capital Management Division. Furthermore, the contractor shall comply with the scope of services and all other terms established in this solicitation resulting in a contract.

2.2 It is the intent, that HAS will issue a negotiated contract with one or more firms that will meet the City's airport professional competency training requirements as identified in the Scope of Services.

2.3 During the contract period, the contractor(s) shall establish a close working relationship with the City and shall provide services for developing professional competency training services that will meet the City's requirements package of this procurement.

3.0 BACKGROUND – PROJECT OBJECTIVE

3.1 Houston Airport System (HAS) provides learning and development opportunities to its employees in the following four major learning categories: Airport Core Competencies and Skills, Safety and Compliance, Leadership and Management Skills, and Functional and Business Skills. The development of these competencies and skills are critical for maximizing operational effectiveness and providing a safe and dynamic air services network. HAS is requesting the qualifications from multiple contractors qualified and capable of providing training in any of the listed learning course categories. The awarded contractor(s) will work directly with a designated HAS representative, respectively, for each course category.

4.0 MINIMUM QUALIFICATIONS OR REQUIREMENTS

4.1 Respondent must meet and affirm the following minimum qualifications:

4.1.1 Contractor shall have a minimum of 5 years experience in industry equivalent contracts and in developing and delivering professional competency training services of similar size and scope to this RFQ.

4.1.2 The Statement of Qualifications (SOQ) must provide a list of relevant experience as a Prime on at least one (1) similar project(s) of similar scope and magnitude of at least one or more of the packages identified in this RFQ within the past five (5) years including company name, contact name, address, date of contract, and description of service. This requirement must be met by the prime firm and not by a combination of firms on a team.

4.1.3 Respondents must pass the above criteria to be evaluated by the Evaluation Committee. Respondents that fail to meet the criteria will be removed from further consideration and evaluation.

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

5.0 SOLICITATION SCHEDULE

5.1 Listed below are the important dates for this Request for Qualifications.

EVENT	DATE
Date of RFQ Issued	October 23, 2020
Pre-Submittal Conference	November 6, 2020
Questions from Respondents Due to City	November 10, 2020
Statement of Qualifications Due from Respondents	December 8, 2020
Notification of Intent to Award (Estimated)	February 2, 2021
Council Agenda Date (Estimated)	March 3, 2021
Contract Start Date (Estimated)	March 8, 2021

PART II – SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

6.0 SCOPE OF SERVICES

6.1 HAS is seeking to engage the professional services of a contractor(s) with the capacity to develop and deliver online courses, to design face-to-face training programs, to customize the training program, and to develop HAS employees in support of its mission, vision, and strategic priorities.

6.2 The contractor(s) will facilitate the implementation of HAS' Organizational Development plan through the provision of qualified instructors and training materials customized for HAS. The contractor(s) will be required to appropriately incorporate HAS policies, procedures, core competencies, and industry best practices in the training materials provided to HAS.

6.3 HAS is seeking professional training services for its employees at four (4) developmental levels:

- 1) Individual Contributors;
- 2) Supervisors;
- 3) Managers;
- 4) Executives.

6.4 ATTACHMENT A is provided as a representative list of the course categories typically required for employees' learning and development at HAS.

6.5 HAS reserves the right to indicate to the contractor(s) specific training providers to develop and deliver specified courses. When HAS requests a specific training provider other than the contractor, the contractor's role is to facilitate discussion between HAS and the training provider and to make payment to the training provider for services rendered to HAS as directed by HAS.

6.6 Services to be provided will be outlined by HAS in Letters of Authorization (LOA) to the contractor.

6.7 Training Format

6.7.1 The contractor(s) will be expected to provide training in the following formats:

6.7.1.1 Classroom: Offered instructor-led training (ILT) format.

6.7.1.2 Blended Learning: Combined face-to-face classroom methods with e-learning activities to form an integrated instructional approach.

- 6.7.1.3 Online: Delivered through the HAS Talent Management System to be conveniently accessed anytime.
- 6.7.1.4 Virtual: Delivered through web conferencing software (e.g. Teams, WebEx, Zoom, Adobe Connect, Live Clicks, etc.) to be conveniently accessed anytime, from anywhere.

6.8 Course Content

- 6.8.1 Contractor(s) shall tailor the course content to the appropriate audience, as outlined above in Sections 3.1 and 6.3.
- 6.8.2 Contractor(s) must specify expected outcomes of the class, according to specifications agreed upon with the HAS representative(s).
- 6.8.3 Contractor(s) must have their own customizable training content, provide trainers who are certified to train on third party content, and/or be willing to create content based on the needs of the organization without charging additional fees for curriculum/course design.
- 6.8.4 The contractor(s) must be available to meet with the designated HAS representative to discuss course customization requirements at least six (6) weeks prior to course implementation. Contractor(s) should have the ability to customize training curricula to fit public sector policies and requirements as well as customization based on feedback from employee evaluations and the HAS.

6.9 Class Materials

- 6.9.1 The contractor(s) shall provide current and relevant materials for courses. Each contractor's deliverables shall include:
 - 6.9.1.1 PowerPoint presentation for each course
 - 6.9.1.2 Participant's manual/workbook for each course
 - 6.9.1.3 Handouts/activities and applicable resource materials developed for each course.
 - 6.9.1.4 Instructor's/Leader's guide for a specific course may be required.

6.10 Class Scheduling Process

- 6.10.1 Upon finalization of course content, class schedules will be determined by the HAS and will be agreed on with each contractor depending on HAS operational needs.
- 6.10.2 Contractor(s) must be available to meet with HAS representatives to schedule training classes at least six (6) weeks prior to the implementation of the schedule.

6.11 Locations

- 6.11.1 Unless otherwise agreed, the training will be provided at the facilities of the Houston Airport System in Houston, TX.

6.12 Security Requirements for the Houston Airport System

6.12.1 Badging

- 6.12.1.1 The Respondent shall comply with all applicable federal rules governing security at the Airports, as may be amended from time to time.
- 6.12.1.2 All on-site personnel of Respondent, including Subconsultants, 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.

- 6.12.1.3 The Respondent shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on HAS property. Costs for the fingerprint-based criminal history records check is reflected in the cost of the badges. The Respondent is responsible for the cost of badges, including replacements thereof. The Respondent personnel losing badges will be charged for replacement badges at the then-current rate. Badge yearly renewal cost is currently \$16.00.
- 6.12.1.4 The Respondent acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.
- 6.12.1.5 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, the 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.

6.13 Airport Operations Area

- 6.13.1 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. Staff must complete training related to airfield driving privileges.
- 6.13.2 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 non-compliance 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 non-compliance 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.

6.14 Charges

- 6.14.1 Charges for services provided under the Agreement shall be in accordance with the prices/rates shown in the Contract Fees and Costs in the resulting negotiated schedule and such form as may be requested or specified by the Director or its designee.
- 6.14.2 Contractor(s) shall utilize the following methods of order placement:
 - 6.14.2.1 Purchase Order (PO)
 - 6.14.2.2 Service Release Order (SRO)
 - 6.14.2.3 Emergency Purchase Order (EPO)
 - 6.14.2.4 P-Card

6.15 Public Relations

- 6.15.1 Contractor(s) agrees that neither it nor its agents, subcontractors or employees shall issue or make any statement regarding the Agreement, its performance under the 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.

6.16 HAS Quality Assurance

6.16.1 HAS may use a variety of inspection methods to evaluate the contractor's performance, including on-site visitations, performance review conference calls, customer complaints, etc. Contractor(s) 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.

6.17 Increase or Decrease of Work – Inclusion/Exclusion

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

6.18 Coordination of Conference Calls

6.18.1 Throughout the term of the Agreement and any extensions thereto, contractor(s) 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 will note any discrepancies in the minutes before approval. Once approved, the original will be retained by HAS and a copy thereof submitted to contractor.

6.19 Invoicing

6.19.1 Contractor(s) 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 agreement name and agreement number must be identified in the invoice. 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.

6.19.2 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

6.19.3 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.

6.19.4 Requirements are as follows:

6.19.4.1 Submit invoices in "PDF" or "TIFF" format.

- 6.19.4.2 Submit to HAS: www.has.accountspayable@houstontx.gov.
- 6.19.5 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.
- 6.19.6 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) invoices copies.
- 6.19.7 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.

6.20 Price Adjustments

- 6.20.1 If Contractor's Direct Cost decreases at any time during the full term of this Agreement, Contractor's shall immediately pass the decrease on to HAS and lower its price(s) by the amount of the reduction in Direct Cost.
- 6.20.2 Contractor(s) 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.

6.21 Price Increases

- 6.21.1 Contractor(s) 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.
- 6.21.2 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
- 6.21.3 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.

6.22 Transportation and Parking

- 6.22.1 Contractor(s) shall park its vehicles in areas as designated by the Director and/or designee at its own cost. Contractor(s) must provide all transportation activities of contractor or its subcontractors necessary to perform under the Agreement.

6.23 Contractor and City Property

6.23.1 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.

6.24 Disputes

6.24.1 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.

6.25 Contractor's Financial Obligation

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

6.26 Notice To Proceed Requirements

6.26.1 Within thirty (30) days after the NTP, Contractor shall certify to the Director and/or designee in writing that 100% of the contractor's personnel (thoroughly 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.

6.27 Contingencies

6.27.1 Contractor(s) 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:

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

6.27.1.2 Labor dispute or strike by the Contractor personnel; and

6.27.1.3 Partial destruction by fire or other cause rendering facility partially or inoperable.

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

6.28 Estimated Quantities Not Guaranteed

6.28.1 The estimated quantities specified herein are not a guarantee of actual amounts, as the City does not guarantee any particular amount of Professional Competency Training 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

7.0 EVALUATION AND SELECTION PROCESS

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

- 7.2 Responses will be evaluated by an Evaluation Committee consisting of City of Houston personnel. The Evaluation Committee may include non-voting, non-City personnel to observe the process and will be appointed by the HAS Airport Director. Evaluation will be based on the evaluation criteria contained herein.
- 7.3 The award of the contract(s) will be made to the Respondent(s) whose SOQ submittal demonstrated competence and qualifications to perform the services, and best meets the needs of the City. The City reserves the right to reject any offer if the qualifications submitted fails to satisfy the City.
- 7.4 The City reserves the right to request clarifying information from and ask additional questions of any individual Respondent at any time during the evaluation process. The City reserves the right to check references on any projects performed by the respondent whether provided by the Respondent or known by the City.
- 7.5 The procedure to be used in the PTCS selection process is described in the following steps:
- 7.5.1 Step ONE of the selection process:**
- 7.5.1.1 SOQs from Respondents responding to the RFQ will be reviewed and evaluated. The Evaluation Committee will score and rank the Respondents based on the criteria listed in Section 7.7 and as further described throughout this RFQ.
- 7.5.2 Step TWO of the selection process:**
- 7.5.2.1 With reference to the selection committee's ranking, at the discretion of HAS, a short-list of Respondents may be called on to participate in an Oral Presentation/Interview with the project selection committee. If this step is used, the firm's Key Personnel will be expected to play a significant role(s) in the Oral Presentation/Interview(s). Candidate firms will be limited to six (6) participants in the interview and will be permitted to present a maximum of a 20-page handout to the Evaluation Committee.
- 7.5.2.2 Respondents will be notified in writing of the date/time and location of their interview if it has been chosen for further consideration.
- 7.5.2.3 After the oral presentations/interviews are completed, the Evaluation Committee will rank the short-listed Respondents separately based on the results of the interview and recommend the firms with which negotiations should begin.
- 7.5.3 Step THREE of the selection process:**
- 7.5.3.1 After Step TWO (or Step ONE if no presentation/interview is required), the City will commence contract negotiations with the most qualified Respondent(s) based upon the sample contract attached to this RFQ. The selected firms will enter into negotiations with HAS to develop a detailed scope of services, cost schedule, and Agreement contract terms and conditions. As part of its Step TWO submittal, Respondent shall provide the City with any comments, as described in Section 17.5, it has regarding the sample contract. If negotiations result in agreement, HAS will seek City Council action for approval of the proposed contract.
- 7.5.3.2 Notwithstanding the foregoing, the City makes no representation that an award will be made as a result of this RFQ. The City reserves the right to award a contract for all or any portion of the project requirements addressed in this RFQ, award multiple contracts, or to reject any and all responses if deemed to be in the best interest of the City and to re-advertise. Also, the City reserves the right to waive any formalities or technical inconsistencies or delete any requirements from this RFQ when deemed by the City to be in its best interest.

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

7.6 Evaluation Summary

7.6.1 Each Submittal received will be reviewed for documentation of minimum qualifications, completeness, adherence to the RFQ requirements, and in accordance with the evaluation criteria set forth herein. Submittals from Respondents that meet the Minimum Qualifications will be evaluated. City representatives may also request additional documentation in order to seek clarification of the submittal, and/or request one or more oral interviews with Respondents, and/or perform site visits in order to clarify Respondents’ qualifications and capabilities for this Project. HAS, at its sole discretion may choose to develop a shortlist of Respondents for further consideration. Shortlisted Respondents may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to HAS. At the end of the oral presentation and/or interview, the evaluation of the shortlisted Respondents will be completed. The oral presentations and/or interview may be recorded and/or videotaped.

7.7 Evaluation Criteria and Scores

The following criteria will be used in the evaluation and selection of the Professional Competency Training Services (PCTS) Respondent(s) to assess and document the degree to which the Statements of Qualifications submitted meets that criterion and the requirements contained in the PCTS Scope.

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

EVALUATION CRITERIA	MAX SCORE
Firm’s Background and Experience Providing Similar Services	45%
Methodology And Approach To Scope Of Services	40%
Background And Experience Of Key Personnel	15%
Minimum Qualifications	Pass/Fail
M/WBE Compliance	Pass/Fail
Financial Capabilities	Pass/Fail
TOTAL	100

8.0 EVALUATION CRITERIA

8.1 FIRM’S BACKGROUND AND EXPERIENCE PROVIDING SIMILAR SERVICES (45 Points)

8.1.1 The SOQ submittal shall be evaluated based on the extent to which the Respondent’s prior experience satisfies the solicitations’ requirements, including but not limited to, the published minimum experience, desired specifications, and services requirements, as expressed in this RFQ.

- 8.1.2 Provide a complete description of the Contractor's experience as a training and development agency providing the evidence of the Contractor's similar service as those sought herein for a minimum of five (5) years, identifying the client, purpose, results and outcomes.
- 8.1.3 Contractor(s) must have on its staff, qualified learning and development professionals skilled in learning needs assessment, instructional design, and verifiable experience to customize the course and incorporate the mission, vision, core values and competencies of the Houston Airport System as needed.
- 8.1.4 Contractor(s) must have on its staff facilitators to deliver the courses listed, respectively.
- 8.1.5 Provide the number of years of expertise/experience in conducting courses.
- 8.1.6 Provide a detailed description of all available courses, including the length of course and cost/pricing methodology, and a sample of the course materials, including detailed content via thumb drive.
- 8.1.7 Provide a brief statement describing the contractor organization's background information, history, resource, and/or track record.
- 8.1.8 Provide Contractor's specific expertise in areas pertinent to developing the Professional Competency Training Services.
- 8.1.9 Provide a list of any certifications and achievements that the Contractor has made over its total operating period.
- 8.1.10 Provide Contractor's customer references outlining and supporting the stated expertise and experience. For each client submitted reference, include specific examples/samples of final work products (identify if created in-house or through subcontractors), along with information on current employees that relates directly to the type of leaning and development services contained in the RFQ.
- 8.1.11 Provide a sample printable completion certificate accessible after successfully completing the course.
- 8.1.12 Must have experience with local/state/federal regulatory authorities.
- 8.2 METHODOLOGY AND APPROACH TO SCOPE OF SERVICES (40 Points)**
- 8.2.1 The Contractor's proposed solution and overall methodology to successfully provide the Scope of Work and Services will be assessed for effectiveness and thoroughness, feasibility, and responsiveness to the Scope of Services.
- 8.2.2 The SOQ submittal shall be evaluated based on the extent to which the proposed solution meets the needs of the City, including but not limited to, the desired specifications, requirements, and services, as expressed in this RFQ:
 - 8.2.2.1 Delivery method of instructor led training and/or web-based training;
 - 8.2.2.2 Approach and understanding of the scope requirements;
 - 8.2.2.3 Sample course outlines and schedules;
 - 8.2.2.4 Quality assurance program;
 - 8.2.2.5 Applicability of curriculum to subject matter expert audience as evidence by sample curriculum/training content.
 - 8.2.2.6 Quality and completeness of SOQ.

- 8.2.2.7 A demonstrated understanding of scope and objectives.
- 8.2.2.8 Quality and effectiveness of the Respondent's approach to provide the services.
- 8.2.3 Provide evidence of verifiable past performance in a similar experience. At least three client references from previous similar work completed within the last five (5) years should be provided. Reference may be contacted as part of the verification process.
- 8.2.4 Provide a work sample for at least one similar course to include leader's guide, participant's workbook, handout, and related course resources.
- 8.2.5 Contractor(s) must provide a sample training content from the past performance on contracts of similar size and scope at other government agencies.
- 8.2.6 Contractor(s) must demonstrate past performance on developing professional competency training services at four developmental levels described in provision 6.3, under Part II Scope of Services.
- 8.2.7 Contractor(s) must provide a demonstrated representation of class materials from different material format described in provision 6.9, under Part II Scope of Services.

8.3 BACKGROUND AND EXPERIENCE OF KEY PERSONNEL (15 Points)

- 8.3.1 Provide a complete description of the Contractor's organization/staffing to be assigned to HAS, including a detailed list of qualifications for the principal in charge who would be responsible for the day-to-day handling of the HAS account, as well as resumes of in-house personnel responsible for supporting the principal in charge. Respondent(s) should submit the same information for contracted professionals and/or sub-consultants, if any.
- 8.3.2 Provide an organizational chart showing the principal in charge in relation to the support team for this contract.
- 8.3.3 Provide name and contact information for primary contact with contractors' organization.
- 8.3.4 Submit detailed resumes for the proposed project manager and key staff personnel including key personnel of sub-consultants. Key personnel are those likely to be assigned to various tasks as described in the potential Scope of Services for Professional Competency Training Services.
- 8.3.5 Respondents should highlight the role that the key personnel will take in the composition of the team and general allocation of responsibilities throughout the team. The statement of qualifications must demonstrate the availability and degree of commitment of the key personnel proposed for Professional Competency Training Services.
- 8.3.6 Provide resumes of at least one (1) instructional designer and at least three (3) facilitators who will be involved in training design and delivery in fulfillment of this request must be submitted along with the response to this request.
- 8.3.7 Include a description of their qualifications, experience, position description, and the length of employment with the Respondent or sub-consultant, and a Matrix of key personnel experience working with other team members and subconsultants.
- 8.3.8 Include a list of training programs and/or services the Key Personnel have supported or developed. Include dates, locations, scopes, values, and specific roles.
- 8.3.9 Provide a list and copies of any certifications, achievements, and/or licenses of key resources that will be assigned to HAS PCTS.

- 8.4 MINIMUM QUALIFICATIONS (Pass/Fail)**
- 8.4.1 As referenced in PART I, Section 4.0 MINIMUM QUALIFICATIONS OR REQUIREMENTS.
- 8.5 M/WBE COMPLIANCE (Pass/Fail)**
- 8.5.1 As referenced in PART V, Section 15.0 MINORITY AND WOMAN BUSINESS ENTERPRISES (M/WBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.
- 8.6 FINANCIAL CAPABILITIES (Pass/Fail)**
- 8.6.1 **Respondent shall submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of its Financial Statements. Provide one (1) USB thumb drive of the Financials submitted.**
- 8.6.2 Respondent shall provide audited financial statements if they are available. If audited financial statements are not available, Respondent must provide tax returns and along with unaudited or reviewed financials for the last two (2) years.
- 8.7 Additional Related Services**
- 8.7.1 In submitting its SOQ, Respondent(s) shall indicate a willingness to negotiate future potential, additional services deemed appropriate and compatible for a Professional Competency Training Services, as provided herein, or deemed necessary and/or desirable by the City.

PART IV – SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

9.0 INSTRUCTIONS FOR SUBMISSION

- 9.1 Number of Copies. Submit one (1) original (marked original) signed in BLUE ink by the authorized person that is binding the Respondent PCTS Firm and ten (10) hard copies and ten (10) electronic copies (USB thumb drives) of its Statement of Qualifications. Submittals are to be submitted in a sealed package, or box bearing assigned Solicitation Number, Solicitation Name, located on the first page of this RFQ document to:
- Attention to: Cathy Vander Plaats
Procurement Officer
Supply Chain Management
Houston Airport System
18600 Lee Road
Humble, Texas 77338
- 9.2 The City shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their submission to the HAS Supply Chain Management any time prior to the stated deadline.
- 9.3 City reserves the right to extend the due date for this RFQ as deemed necessary and in its best interests. Any postponement of the due date will be issued by Letter of Clarification (LOC) to this RFQ. The submission of a SOQ does not in any way commit HAS to enter into an agreement with that Respondent or any other Respondent.
- 9.4 City reserves the right to cancel this RFQ, accept or reject, in whole or in part any all or Submittals received in the best interest of the HAS.
- 9.5 Submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of Firms' Financial Statements.

- 9.6 NOTE: The word "**ORIGINAL**" shall be stamped on the outside cover and shall contain all of the original documents as specified;
- 9.7 All submittals must be labeled on the outside of the box with the Respondent's name and the name of the project. To enable the City to efficiently evaluate the SOQ(s), it is MANDATORY that Respondents follow the required format in preparing their Submittal.
- 9.8 **Time for Submission.** Submissions shall be submitted no later than the date and time indicated for submission within this RFQ. Late submittals will not be considered and will be returned unopened.
- 9.9 **Format.** Submission should be left-bound with information on both sides of the page when appropriate. Pages shall be no larger than letter-size (8 ½" by 11") or folded to that dimension, twice letter size (11" by 17"). Each section (defined above) shall be separated by a tabbed divider. Document text should be in ARIAL 10 point or New Times Roman 12, but must be consistent throughout the document. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
- 9.10 **Complete Submission.** Respondents shall carefully review all requirements and submit all documents and information as instructed within this RFQ. Incomplete submissions may result in submissions being deemed non-responsive and may not be considered for further evaluation.
- 9.11 **Packaging and Labeling.** Respondent's package shall clearly indicate the name of Respondent, title and number of RFQ, and a due date and time for submission deadline. All listed submission requirements shall be included within the submitted response.

10.0 SUBMISSION REQUIREMENTS

Each SOQ shall be organized in the following order:

10.1 OUTSIDE COVER

- 10.1.1 This shall contain the name of the RFQ "**H37-PCTS-2020-014, Contractor for Professional Competency Training Services**", the name of the Respondent firm, and the submittal date. Remember to label the original documents as "**ORIGINAL**" on the outside cover.

10.2 TABLE OF CONTENTS

10.3 TAB 1 – TRANSMITTAL LETTER (2 pages maximum)

- 10.3.1 Submit a transmittal letter to Cathy Vander Plaats, Procurement Officer, City of Houston. The transmittal letter shall state: "The Statement of Qualifications is valid for 270 days, and that the signer of the document is authorized by the Respondent to sign the document."
- 10.3.2 The letter shall contain the name and role of all individuals proposed for the Team, and the Respondent must certify that all Key Personnel were selected based on demonstrated competence and qualifications.
- 10.3.3 The letter must include a statement committing the availability of all Key Personnel identified in the RFQ to perform the work.
- 10.3.4 One copy of the transmittal letter shall contain the original signature of the team lead.
- 10.3.5 The Respondent's transmittal letter must acknowledge the receipt of all RFQ Letters of Clarification.

10.4 TAB 2 – DESCRIPTION OF FIRM

- 10.4.1 Provide a general description of the firm, including systems, services, and staffing offered, number of employees, office locations, and the number of years in business.
- 10.4.2 Respondent is required to submit and demonstrate their eligibility satisfying the Minimum Qualifications or Requirements as referenced in PART I, Section 4.0, Minimum Qualifications or Requirements.
- 10.4.3 Respondent is required to submit and demonstrate their current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. For the Respondents and each sub-consultant on a team, list office address, total number of employees, number of both professional and support employees located at those offices.

10.5 TAB 3 – EXECUTIVE SUMMARY

- 10.5.1 The Executive Summary should provide an overview of the qualifications necessary to accomplish the project, which includes a narrative statement of the Respondent's understanding of the Project and key points in their Submittal. At a minimum, the Executive Summary must contain the following information:
 - 10.5.1.1 Provide complete legal name of the Respondent, the name of the legal entities that comprise the Respondent, and all proposed subcontractors. The Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, as well as the legal structure of the entity and a listing of major satellite offices. If the Respondent is made up of more than one firm, the legal relationship between these firms must be described.
 - 10.5.1.2 Prepare narrative statements that describes the Respondent's understanding of the work involved in performing the Scope of Services that is described in the Functional Specification.

10.6 TAB 4 – FIRM’S BACKGROUND AND EXPERIENCE PROVIDING SIMILAR SERVICES, Refer to Section 8.1.

10.7 TAB 5 – METHODOLOGY AND APPROACH TO SCOPE OF SERVICES, Refer to Section 8.2.

10.8 TAB 6 – BACKGROUND AND EXPERIENCE OF KEY PERSONNEL, Refer to Section 8.3.

10.9 TAB 7 – OTHER CITY ORDINANCES, POLICIES AND EXECUTIVE ORDERS

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

10.10 TAB 8 – ADDITIONAL INFORMATION

- 10.10.1.1 The Respondent is invited to describe any particular aspects of its organization or submittal that, by way of background, experience, unique qualifications, or other basis would set it apart from the competition in its ability to accomplish the Scope of Services.
- 10.10.1.2 The material presented in the submittal to address the above topics is expected to clearly reflect qualifications that demonstrate the Respondent’s knowledge, experience, and ability to provide the services contemplated as specified.

- 10.10.1.3 If the Respondent believes any information, data, process or other material in its Submittal should be considered by the City to be confidential or proprietary, the Respondent shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.
- 10.11 TAB 9 – FINANCIAL CAPABILITIES** (submit in a separate sealed envelope); Refer to Section 8.6.
- 10.12 TAB 10 – ATTACHMENT C - Required Submittal Checklist**

PART V – SPECIAL CONDITIONS

11.0 ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- 11.1 Respondents who provide false or misleading information, whether intentional or not, in any documents presented to City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would in effect, render the entire document suspect and therefore useless.
- 11.2 Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- 11.3 INTERVIEWS - If interviews are needed, short-listed Respondents may be given instruction for interviews. These interviews will focus on clarifying and amplifying Respondent's Proposal, which may include, but not limited to, identification of the Respondent's program approach, and appraisal of personnel who will be directly involved in the project.
- 11.4 INQUIRIES - Please do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- 11.5 COST OF RFQ's - City will not be responsible for costs incurred by anyone in the submittal of SOQ(s) or for any costs incurred prior to the execution of a formal contract.
- 11.6 CONTRACT NEGOTIATIONS - This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of services, fees, insurance coverage's, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project, City may include a "key persons" clause during contract negotiations.
- 11.7 CONFIDENTIAL INFORMATION - All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their SOQ are subject to the provisions of the Texas Open Records Act and may be made public. CONFIDENTIAL or SENSITIVE information should not be included in the RFQ.
- 11.8 This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City to pay for any cost incurred in the preparation of a submission or of any costs incurred prior to the execution of a final contract.
- 11.9 In the event that a mutually agreeable contract cannot be negotiated between the consultant and City, then City reserves the right to select the next qualified firm.

- 11.10 No debriefings by City staff to unsuccessful Respondents will occur until after the award of a contract by the Houston City Council to the recommended team(s).
- 11.11 The Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order 1-31, Revised 3/1/95) requires that all contractors who are awarded City contracts for labor or services comply with the compliance with the Executive Order (EO) and will have to file the following documents with the Aviation Department's Contract Compliance Officer for Drug Testing (CCODT) prior to award.
- a. A copy of the Respondent's drug-free workplace policy
 - b. A Drug Policy Compliance Agreement substantially in the format described in the EO, together with a designation of safety impact positions.
 - c. If applicable, a Certification of No Safety Impact Positions substantially in the format described in the EO.
- 11.12 The successful respondent will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the firm is not delinquent in any debt owed to the City of Houston (taxes, fines, fees, etc.).

12.0 NO-CONTACT PERIOD

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

12.2 Guidance

Interested parties should always contact the designated City Representative regarding the substance of this procurement. It is permissible to also contact the following, based on the specific circumstances:

- a. Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the City Representative for this procurement.
- b. Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.
- c. Communications with the City Legal Department regarding contract terms after notification of intent to award are permissible.

13.0 RIGHT TO VERIFY INFORMATION

The Houston Airport System reserves the right to:

- 1) Evaluate the RFQ's submitted;
- 2) Waive any irregularities therein;
- 3) Select Respondents for the submittal of more detailed information;
- 4) Request supplemental or additional information as necessary
- 5) Accept any SOQ submittal or portion of a submittal;
- 6) Contact others to verify information provided in the submittal; and/or
- 7) Reject any or all Respondents submitting RFQs, should it be determined in HAS' best interests.

14.0 EQUAL OPPORTUNITY EMPLOYMENT

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

15.0 MINORITY AND WOMAN BUSINESS ENTERPRISES (M/WBE)

15.1 Respondent shall comply with the City's M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Respondent shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to M/WBE's. Respondent acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

16.0 PROTESTS

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

17.0 CERTIFICATE OF INTERESTED PARTIES

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

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

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

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

18.0 ANTI-BOYCOTT OF ISRAEL:

18.1 Vendor certifies that Vendor is not currently engaged in, and agrees or the duration of the contract not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

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

19.1 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/156.pdf>.

20.0 SB 943 - PUBLIC INFORMATION AND DISCLOSURE OF CERTAIN CONTRACTING INFORMATION

20.1 "The requirements of Subchapter J, Chapter 552, Government Code (<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552>), may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

PART VI – INSTRUCTIONS TO PROPOSERS

21.0 PRE-SUBMITTAL CONFERENCE

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

22.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

22.1 **Requests for additional information and questions should be addressed via email to the HAS Sr. Procurement Specialist, André Morrow, C.P.M., CPPB:**
andre.morrow@houstontx.gov no later than 12:00 P.M. (noon), CST by November 10, 2020. Emailed questions should include the solicitation name and title in the subject line. The City shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

23.0 LETTER(S) OF CLARIFICATION

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

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

24.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 24.1 Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a Submission to ensure that the Submission meets the intent of this RFQ.
- 24.2 Before submitting a Response, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

25.0 EXCEPTIONS TO TERMS AND CONDITIONS

- 25.1 All Exceptions included with the Submission shall be submitted in a clearly identified separate Section of the Submission in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Respondents must include the rationale for taking the exception in the redlined sample contract (using the Comments feature, as needed) and by summarizing the exception in the attached Contract Exception Chart (Exhibit T). Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Respondent's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 25.2 All Exceptions that are contained in the Submission may negatively affect the City's Submission evaluation based on the evaluation criteria as stated in the RFQ, or result in possible rejection of Submission.

26.0 POST-SUBMISSION DISCUSSIONS WITH RESPONDENT(S)

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

PART VII – CITY REQUIRED DOCUMENTS AND ATTACHMENTS

27.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS SUBMITTAL

- Exhibit A – 00455 Ownership Information Form
- Exhibit B – 00457 Conflict of Interest Questionnaire
- Exhibit C – 00460 Pay or Play Acknowledgement Form
- Exhibit D – 00480 Reference Verification Form
- Exhibit E – 00481 Anti-Collusion Statement
- Exhibit F – Attachment “A”: Schedule of M/WBE Participation
- Exhibit F – Attachment “B”: M/WBE Letter Of Intent
- Exhibit F – Attachment “C”: Certified M/WBE Subcontract Terms
- Exhibit F – Attachment “D”: Mayor’s Office of Business Opportunity M/WBE Utilization Report

Exhibit H – 00600 List of Proposed Subs

Exhibit Q – Contact Directory Form

Exhibit R – Statement Of Residency

Exhibit S – Offer And Submittal

Exhibit T – Contract and Contract Exception Chart

Attachment B – Sample Contract

Attachment C – Required Submittal Checklist

28.0 FORMS TO BE SUBMITTED BY THE SUCCESSFUL FIRM

Exhibit G – 00501 Resolution of Contractor

Exhibit I – 00601 Drug Policy Compliance Agreement

Exhibit J – 00606 No Safety Impact Positions

Exhibit K – 00620 Affidavit of Insurance

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

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

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

Exhibit O – 00632 Certification by Professional Service Provider

Exhibit P – 00636 Certificate of Interested Parties Form 1295

NOTE: Exhibits are available at the Houston Airport System website,
<https://www.fly2houston.com/biz/opportunities/solicitations/>

or

The City of Houston Office of Business Opportunity Forms website,
<http://www.houstontx.gov/obo/popforms.html>

29.0 ATTACHMENTS

ATTACHMENT A – LIST OF THE COURSE CATAGORIES

ATTACHMENT B – SAMPLE CONTRACT

ATTACHMENT C – REQUIRED SUBMITTAL CHECKLIST

EXHIBITS

- Exhibit A – 00455 Ownership Information Form
- Exhibit B – 00457 Conflict of Interest Questionnaire
- Exhibit C – 00460 Pay or Play Acknowledgement Form
- Exhibit D – 00480 Reference Verification Form
- Exhibit E – 00481 Anti-Collusion Statement
- Exhibit F – Attachment “A”: Schedule of M/WBE Participation
- Exhibit F – Attachment “B”: M/WBE Letter Of Intent
- Exhibit F – Attachment “C”: Certified M/WBE Subcontract Terms
- Exhibit F – Attachment “D”: Mayor’s Office of Business Opportunity M/WBE Utilization Report
- Exhibit G – 00501 Resolution of Contractor
- Exhibit H – 00600 List of Proposed Subs
- Exhibit I – 00601 Drug Policy Compliance Agreement
- Exhibit J – 00606 No Safety Impact Positions
- Exhibit K – 00620 Affidavit of Insurance
- Exhibit L – 00621 Certificate of Insurance ACORD Form / A/E Required Insurances
- Exhibit M – 00630 Certification of Compliance with Pay or Play Program (POP-2) Program
- Exhibit N – 00631 Pay or Play Program List of Subcontractors (POP-3) Program
- Exhibit O – 00632 Certification by Professional Service Provider
- Exhibit P – 00636 Certificate of Interested Parties Form 1295
- Exhibit Q – Contact Directory Form
- Exhibit R - Bidder's Statement of Residency
- Exhibit S - Offer and Submittal
- Exhibit T - Contract and Contract Exception Chart

Exhibit A

Document 00455

OWNERSHIP INFORMATION FORM

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

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

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

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

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

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

INSTRUCTIONS

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

00455-1
12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name: _____

Business Address [No./Street] _____

City / State / Zip Code _____

Telephone Number _____

Bidder's email address

Email Address: _____

STATEMENT OF RESIDENCY

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

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

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

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

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

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

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

A copy of the State of _____ statute is attached.

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

00455-2
12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

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

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

00455-3
12/23/2019

LISTING OF OFFICERS

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

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

LISTING OF DIRECTORS OR MEMBERS

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

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

00455-4
12/23/2019

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

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

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

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

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

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

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

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

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

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

ATTACH ADDITIONAL SHEETS AS NEEDED.

00455-5
12/23/2019

OPTIONAL: TAX APPEAL INFORMATION

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

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

Status of Appeal [**DESCRIBE**]:

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

REQUIRED: UNSWORN DECLARATION

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

Preparer's Signature	Date
Printed name	
Title	

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

00455-6
12/23/2019

EXHIBIT B – 00457 CONFLICT OF INTEREST QUESTIONNAIRE

Document 00457

Conflict of Interest Questionnaire

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

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

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

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

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

END OF DOCUMENT

00457
3-3-201

EXHIBIT B – 00457 CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. _____		
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.)		
3 Name of local government officer about whom the information is being disclosed. _____ <p align="center">Name of Officer</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>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
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.		
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).		
7 _____ <p align="center">Signature of vendor doing business with the governmental entity</p>		
		_____ <p align="center">Date</p>

EXHIBIT B – 00457 CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

EXHIBIT C – 00460 PAY OR PLAY ACKNOWLEDGEMENT FORM

Form POP- 1



City of Houston
Pay or Play Program
Acknowledgement Form



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

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

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

Solicitation Number

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address

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

Exhibit D – 00480 Reference Verification Form

1.0 REFERENCES

- 1.1 Contractor must be able to demonstrate that it has sufficient expertise, qualified personnel experienced and that their company has done or currently providing the services of similar size as specified in the statement of work. Contractor must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submission of their bid.

- 1.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of bid submittal.

LIST OF CURRENT/PREVIOUS CUSTOMERS

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

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

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

Exhibit D – 00480 Reference Verification Form

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

ANTI-COLLUSION STATEMENT

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

Date

Proposer Signature

Exhibit F – Attachment “A”: Schedule of M/WBE Participation

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
MWBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT F– ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION

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

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

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

Exhibit F – Attachment “B”: M/WBE Letter Of Intent

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

TO: City of Houston
City Purchasing Agent

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

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

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

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

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

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

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

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

Exhibit F – Attachment “C”: Certified M/WBE Subcontract Terms

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

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 (“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 nor 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.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

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

Exhibit F – Attachment “D”: Mayor’s Office of Business Opportunity M/WBE Utilization Report

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

▪ M/WBE SUB/VENDOR NAME	▪ DATE OF OBO CERTIFICATION	▪ DATE OF SUBCONTRACT	▪ SUBCON TRACT AMOUNT	▪ % OF TOTAL CONTRACT	▪ AMOUN T PAID TO DATE	▪ % OF CONTRACT TO DATE

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

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

Exhibit G – 00501 Resolution of Contractor

Document 00501

RESOLUTION OF CONTRACTOR

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

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

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

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

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

(Authorized Signature for Governing Entity)

(Print or Type Name and Title of Authorized Signatory)

SWORN AND SUBSCRIBED before me on _____
Date

Notary Public in and for the State of Texas

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

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

Exhibit H – 00600 List of Proposed Subs

Document 00600

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: _____ [Legal Project Name] _____ TOTAL DBE AWARD: \$ _____
 ORIG. CONTRACT PRICE: \$ _____ TOTAL MWSBE AWARD: \$ _____
 PROJECT NO.: _____ [WBS No.] _____ TOTAL HUB AWARD: \$ _____
 DATE OF REPORT: _____ TOTAL PDDBE AWARD: \$ _____

NAICS (6 digits)	SUBCONTRACTOR OR SUPPLIER (INCLUDE “MWSBE”, “PDDBE”, “DBE”, OR “HUB” DESIGNATION) ²	ADDRESS	SCOPE OF WORK ³

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

SIGNATURE: _____ COMPANY NAME: _____
 NAME: _____ TITLE: _____
(Type or Print)

00600-1
07-01-2013

07-01-2013

Exhibit I

Document 00601

DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____,
Name Title

of _____
Contractor

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

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

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

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

Contractor

Title

Signature

Date

END OF DOCUMENT

Exhibit J – 00606 No Safety Impact Positions

Document 00606

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

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

_____ ,
Affiant

who being by me duly sworn on his oath stated that he is _____
Title

of _____
Contractor

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

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

Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of _____, 20__.

Notary Public in and for the State of TEXAS

Print or Type Notary Public Name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT

Exhibit K – 00620 Affidavit of Insurance

Document 00620

AFFIDAVIT OF INSURANCE

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

_____, who
Affiant

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

_____,
Contractor's Company Name

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

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____.
Date

Notary Public in and for the State of TEXAS

Print or type Notary Public name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT

Exhibit L – 00621 Certificate of Insurance ACORD Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	ADD. FORMS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	CLAIMS MADE					AGGREGATE
						PERIODIC (Any one period)
						PERSONAL & ADVISORY
	GEN'L. AGGREGATE LIMIT APPLIES PER					AGGREGATE
	POLICY					PRODUCTS - COMPROP AGG.
AUTOMOBILE LIABILITY	ANY AUTO					COMBINED SINGLE LIMIT
	ALL OWNED AUTO					BODILY INJURY (Per person)
	HIRSD AUTO					BODILY INJURY (Per occurrence)
						PROPERTY DAMAGE (Per occurrence)
	UMBRELLA LIAB					EACH OCCURRENCE
	EXCESS LIAB					AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					WC STATUS
	ANY PROPERTY DAMAGE/BIODIVERSITY OFFENSES/BIODIVERSITY					OTH
	PROPERTY DAMAGE (Per occurrence)					W. EACH ACCIDENT
	DISPOSITION OF ORGANIZATIONS					W. DEDUCTIBLE - SA EMPLOYER
						W. DEDUCTIBLE - POLICY LIMIT

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

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

ACORD 25 (2010/05)

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Clear All

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

Form POP-2



City of Houston
 Certification of Compliance with
 Pay or Play Program



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

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

POP Liaison Name: _____

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

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

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

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

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

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

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

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

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

*Required

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

Contractor (Signature) _____ Date _____

Name and Title (Print or type) _____

Exhibit N – 00631 Pay or Play Program

City of Houston
 Pay or Play Program
 List of Subcontractors

Form POP-3



Prime Contractor: _____
 Project Number/Description: _____

POP Contact Person: _____
 Address: _____
 Email: _____
 Phone: _____

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

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

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

Affidavit

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

 Contractor Authorized Representative & Title Date
 Name & Signature

Document 00631

OBO 7/3/2012

List of

Subcontractors (POP-3) Program

Exhibit O – 00632 Certification by Professional Service Provider

Document 00632

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

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

Company Address: _____

Company Telephone Number: _____ Fax: _____

E-mail Address: _____

Web Page/URL Address: _____

Company Tax Identification Number: _____

Project Name & No.: _____

Materials/Services Provided: _____

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

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

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

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

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

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

COMPANY OFFICER (Signature) DATE

NAME AND TITLE (Print or type)

END OF DOCUMENT

Exhibit P – 00636 Certificate of Interested Parties Form 1295

Document 00636

Certificate of Interested Parties

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

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

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

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

END OF DOCUMENT

Exhibit Q – Contact Directory Form

RESPONDENT CONTACT DIRECTORY

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

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

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

EXHIBIT R - BIDDER'S STATEMENT OF RESIDENCY

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

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

Signature Title

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

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

Signature Title

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

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

Signature Title

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

3. A copy of the State of _____ statute is attached.

Signature Title

Date

EXHIBIT S - OFFER AND SUBMITTAL

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

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

Respectfully Submitted:

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

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

EXHIBIT T

Contract and Contract Exception Chart

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

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

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

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

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

¹ NOTE THAT THIS LANGUAGE IS MERELY ILLUSTRATIVE AND DOES NOT NECESSARILY REPRESENT ANY ACTUAL LANGUAGE IN THE RFP OR TERMS AND CONDITIONS RELATED TO THE RFP. RESPONDENT SHALL INCLUDE THE EXACT LANGUAGE FROM THE RFQ OR THE TERMS AND CONDITIONS IN THIS COLUMN.

² THE EXAMPLES OF REDLINED LANGUAGE ARE MERELY ILLUSTRATIVE AND DO NOT INDICATE LANGUAGE THAT THE CITY WOULD OR WOULD NOT ACCEPT OR BE WILLING TO AGREE TO.

ATTACHMENTS

ATTACHMENT A – LIST OF THE COURSE CATAGORIES

ATTACHMENT B –SAMPLE CONTRACT

ATTACHMENT C – REQUIRED SUBMITTAL CHECKLIST

ATTACHMENT "A"
LIST OF THE COURSE CATEGORIES

YEAR 1: PROFESSIONAL TRAINING COURSES		
Group I	Airport Core Competencies and Skills	
Item	Course Type	Description
1	Terminal & Landside Operations	The Terminal and Landside Operations category will provide employees with the knowledge to optimize airport terminal and landside operations and provide a positive passenger experience in harmony with security requirements and revenue generating activities.
2	Airside Operations	The Airside Operations category will provide employees with a broad understanding in the areas of Airside Operations at an airport including the various components of Airside Operations and how these components interact with each other to form an operational.
3	Airport Business Operations	The Airport Business Operations category provides employees with an understanding of airport business operations including economic and regulatory principles, how airports are organized and the process of strategic, master and operations planning.
4	Lease Negotiations	The Lease Negotiations category is intended for employees who are responsible for the commercial leasing process or aspects of commercial space relative to HAS business operations.
5	Custodial Services	The Custodial Services category is designed to provide employees with in-depth training on the existing standards of care, current health and safety regulations and best practices for the cleaning of all surfaces within airport facilities, including floors, carpeting, restrooms, and other above-the floor surfaces.
Group II	Safety and Compliance Courses	
Item	Course Type	Description
1	Fall Protection	This category will help employees to prevent injuries and fatalities from falls among team members. It includes instructions for using the Toolbox Talks to train workers in fall prevention, and a series of Toolbox Talks about various fall prevention topics.
2	Aerial Lift	This category teaches the benefits and limitations of fall protection systems and how they should be used to work safely. Topics include: Approved Engineered/Manufactured Systems and components, Approved Anchorage Points & Anchor Connectors, Fall Protection Requirements, Full Body Harness & Lanyard, and Anchor Connectors.
3	Warehouse Safety	This category is designed to educate employees on warehouse safety to proactively avoid risks while creating a safer work environment. Topics will cover safe practices for warehouse work related to forklifts, lifting, loading docks, vehicle use and more.

4	Blood Borne Pathogens	OSHA's Bloodborne Pathogens Standard (29 CFR 1910.1030) requires employers to provide information and training to workers. This category will ensure that employees receive regular training that covers all elements of the standard. Including, but not limited to information on bloodborne pathogens and diseases, methods used to control occupational exposure, Hepatitis B vaccinations, and medical evaluation, including post-exposure follow-up procedures.
5	Ladder Safety	Ladder Safety will provide training and education to employees using ladders and stairways, as necessary requirements for their job. This category will enable employees to recognize hazards related to ladders and stairways and educate employees in the procedures to be followed to minimize these hazards.
6	Lock out/Tag Out	This category teaches employees to safely and effectively lock and tag equipment in the workplace. Topics include OSHA standards and requirements, sources of hazardous energy hazard identification and procedures, training and communication.
7	Workplace Chemical Approval	This category is intended for employees who need to expand their general knowledge of chemical safety. Topics will cover different areas of managing chemical hazards and hazardous substances in the workplace.
8	HAZCOM/Hazardous Material	This category will help to provide effective training to employees who are exposed to hazardous chemicals, as required by the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS). Effective training is vital to understanding the information provided on chemical container labels and material safety data sheets and applying that information in the workplace to protect against chemical hazards.
9	Tractor, Motor, Operator Safety	The Tractor Mower Operator Safety Training (T-MOST) will prepare Equipment Operators to conduct a pre-operation inspection of equipment and safe use of tractors, tractors with mowers attached (all makes and models) and ZTR Mower operations. This category includes best practices operator/safety training and applies to all levels of operator experience with hands on and classroom interactive training and evaluation of tractor/mower skills of equipment operators.
10	Forklift Safety	This category will provide information and training for forklift operators including forklift design, controls and instrumentation, comprehensive pre-use inspection and forklift stability and factors affecting stability.
11	Confined Space	This category teaches employees to work safely in confined spaces. Topics include OSHA standards and regulations, the role and responsibilities of employees working within confined spaces, entry requirements, types of atmospheric hazards, personal protective equipment, ventilation and monitoring equipment and emergency response.

12	Personal Protective Equipment	This category provides information, methods and procedures based on the OSHA requirements for PPE as set forth in the Code of Federal Regulations (CFR) at 29 CFR 1910.132 (General requirements); 29 CFR 1910.133 (Eye and face protection); 29 CFR 1910.135 (Head protection); 29 CFR 1910.136 (Foot protection); 29 CFR 1910.137 (Electrical protective equipment); 29 CFR 1910.138 (Hand protection); and regulations that cover the construction industry, at 29 CFR 1926.95 (Criteria 5 for personal protective equipment); 29 CFR 1926.96 (Occupational foot protection); 29 CFR 1926.100 (Head protection); 29 CFR 1926.101 (Hearing protection); and 29 CFR 1926.102 (Eye and face protection); and for the maritime industry at 29 CFR 1915.152 (General requirements); 29 CFR 1915.153 (Eye and face protection); 29 CFR 1915.155 (Head protection); 29 CFR 1915.156 (Foot protection); and 29 CFR 1915.157 (Hand and body protection).
13	CPR/AED	The CPR/AED category teaches the three phases of successful CPR/AED, including accessing the situation/ calling 911, compressions and breaths and AED procedures.
14	Arc Flash	Arc teaches employees to safely work around electrically energized equipment. Topics include regulatory agencies and their standards and requirements, sources of hazardous energy, hazard identification and control measures, job planning and risk assessment, and responding to an arc flash emergency.
15	Small Engine Repair	The Small Engine Repair prepares Equipment Operators to conduct a pre-operation inspection of equipment and safe use of all small engine equipment. This category includes best practices operator/safety training and applies to all levels of operator experience with hands on and classroom interactive training and evaluation of small engine equipment operators.
16	Electrical Repair	This Electrical Repair teaches employees about the standards outlined in OSHA 29 CFR Part 1910, Subpart S-Electrical and how to practice those standards as outlined in the electrical safety standards as outlined in the NFPA 70E Standards for Electrical Safety in the workplace. Topics include current electrical safety standards and regulations, electrical hazards commonly found in the emergency response and job planning, risk assessment and mitigation.
Group III	Leadership & Management Skills	
Item	Course Type	Description
1	Customer Service Experience (5 Star)	This category focuses on the satisfaction and retention of customers in the airport environment and includes customer service strategies to improve customer interactions.
2	Collaboration	Collaboration contributes to the team and the broader organization. This category focuses on the components of collaboration to teach

		employees skills and techniques for working effectively with others while driving positive outcomes for the organization.
3	Team Performance Model	This category provides a comprehensive framework to help develop and sustain teams across the organization.
4	Execution & Accountability	This category focuses on holding self and others accountable for delivering on commitments. Content will provide employees with tools for achieving greater accountability empowerment, effectiveness and productivity in the workplace.
5	Motivation & Recognition	This category focuses on understanding the importance of aligning personal values to organizational values and harnessing others' motivation and engagement.
6	Developing Self & Others	Showing commitment to one's own development while supporting and encouraging others to develop their knowledge, skills and competencies in an essential leadership trait. This category centers around courses that independently drives self-development while supporting others in their developmental journey.
7	Analytical Thinking & Problem Solving	Being able to systematically work through issues and solve problems are critical skills. This category provides employees with an overview of problem-solving as well as key problem-solving tools to use in the workplace.
8	Organizational Behavior	Organizational behavior focuses on human behavior in the workplace to help leaders manage performance effectively. This category includes courses that enable leaders to develop a deeper understanding of human behaviors in an organizational setting.
9	Managing Change	This category provides leaders with an overview of the change management process and steps to implement and manage change within an organization as well as offer methods for addressing resistance to change.
10	Empowering Others	Empowering employees is the key to building a high-performance team. This category will provide employees with tools for motivating team members, improving productivity, commitment and work effectiveness.
11	Strategic Planning	This category introduces the concept of strategic planning and teaches leaders about practices and procedures for implementing and evaluating strategy in alignment with the organization's mission, vision and strategic priorities.
12	Conflict Resolution	This category concentrates on effective conflict management and providing employees with practical tools to handle difficult situations, manage conflicts, and control emotions in the workplace.
13	Communication Strategies	This category assists employees in developing and enhancing communication skills using listening techniques and nonverbal strategies.

14	Leadership Development	This category supports leaders at all levels (individual contributor, supervisors, managers and executives). Topics will focus on teaching leaders how to develop strategies, build processes, use best practices and improve employee performance.
15	Transitioning to a Manager/Supervisor Role	This category is designed to address the needs of employees who are new to managing or supervising others. Topics will teach essential skills for moving into a new position of authority while adopting new projects and meeting new challenges.
16	Emerging Leaders	This category targets the development of aspiring leaders and includes courses that will enable employees to acquire necessary tools to enhance skills and competencies for career growth and advancement.
17	Goal Setting & Performance Management	This category looks at the manager/supervisor's role in managing performance through the goal setting process.
18	Leadership Styles	This category focuses on adopting the qualities of an effective leader and adjusting one's behavioral style to meet the needs of employees and the organization.
19	Delegation	This category teaches effective delegation skills and techniques as well as improving quality of work by improving one's ability to assign tasks to others.
20	Group Dynamics & Effectiveness	This category is designed to give leaders a deeper awareness and understanding of team dynamics to supervise/manage work more effectively.
Group IV	Functional & Business Skills	
Item	Course Type	Description
1	Interpersonal & Soft Skills	This category focuses on a wide range of soft skills or people skills employees need to succeed in the workplace (e.g. adaptability, persuasion, flexibility, etc.). Course topics will support employees at all levels.
2	Assertiveness Skills	This category covers a collection of course topics designed to help employees recognize, understand apply and improve skills through learning assertiveness phrases, behaviors and body language.
3	Workplace Civility	This category introduces the concept of civility, its importance to the organization, as well as its typical causes and effects. Skills needed to effectively practice civil behavior as well as different ways business units can systematize civility in the workplace will be covered.
4	Coaching, Counseling and Mentoring	This category focuses on coaching employees to peak performance. Course topics will provide best practice, tools, techniques, concepts and models for coaching people to improved performance.

5	Cultural Sensitivity/Awareness	This category aims to help employees acquire skills to understand others who are different from oneself, thereby increasing personal competence in dealing with cultural differences.
6	Diversity & Inclusion	This category covers the concepts and practices of diversity and inclusion. Topics will introduce the concept of unconscious bias and provide tips and guidance on how employees can promote and support inclusion in the workplace.
7	Critical Thinking	This category will enable employees to learn and practice techniques to engage in reflective and independent thinking for greater organizational success.
8	Risk-Taking and Decision Making	This category seeks to equip employees with the knowledge of decision-making processes, including strategies, techniques and tools for making effective decisions in the face of potential risk and uncertainty.
9	Emotional Intelligence	This category gives employees insight into the concept of emotional intelligence through theory, discussion and application exercises to enhance self-awareness and increase personal effectiveness.
10	Career Planning and Management	This category provides employees with career exploration and management tools to effectively assess, set and achieve career goals.
11	Negotiation Skills	This category gives employees an understanding of negotiation, with emphasis on practical tools to use and ways to build win-win solutions for all parties involved.
12	De-escalation	This category presents techniques, tactics and concepts to facilitate verbal de-escalation efforts for improving the quality of customer interactions. Topics may include crisis prevention and incident stabilization.
13	Workplace Resilience	This category focuses on building personal resilience by integrating positive behavior strategies to help employees recover in the face of workplace challenges, setbacks and crisis with commitment and optimism.
14	Taking Initiative	This category aims to motivate employees to take action, overcome self-limiting thoughts, and provides skills on how to demonstrate initiative in the workplace.
15	Political Savvy	This category provides employees with practical skills to understand and recognize the political environment as well as management expectations and team responsibilities to achieve desired results.
16	Work, Health and Well-being	This category focuses on holistic health and wellness approaches to help employees thrive in all aspects of life. Topics will help employees develop skills to enhance nutrition, exercise, work life balance and much more.

17	Advanced Microsoft Office Suite	Microsoft Office offers a suite of multiple business applications, including, Word, Excel, Access, PowerPoint, Publisher, Power Bi, Project, Visio, Outlook, Teams, etc. Each program serves a different purpose, is compatible with other applications in the suite, and gives users the ability to create and share documents with an easy-to-use interface and powerful tools.
18	SharePoint	Employees will learn how to harness SharePoint and leverage capabilities of the site to store file, help the organization share information and drive data compliance.
19	Contract Administration and Management	This category teaches effective contract management skills. Topics will provide employees with necessary understanding of contract law, managing contracts and contract procurement.
20	Procurement Principles	This category is designed for employees who are involved in the procurement process. Topics may include procurement techniques, strategies and practices for improving the procurement process to reducing financial risk.
21	Business Writing	This category teaches how to apply principles of business writing to improve one's work and the use of practically tools to enhance writing skills.
22	Budget Management	This category is designed for managers/supervisors responsible for managing budgets. Topics will cover the budgeting process, its challenges, common issues, and approaches to mitigate problems and improve budget planning.
23	Project Management	This category gives employees an overview of the entire project management process as well as key project management tools useful in the workplace.
24	Process Improvement (Lean Six Sigma)	This category is designed to assist managers/supervisors with implementing quality improvement initiatives through identification and elimination of inefficiencies that prevent the achievement of the organization's strategic goals.
25	Workplace Ethics	Good workplace ethics are essential for the long-term success of the organization. This category focuses on learning how to pinpoint unethical behavior, creating a plan for an effective ethics program, and dealing with unethical behaviors.

ATTACHMENT B

SAMPLE CONTRACT
(Attached Separately)

ATTACHMENT C
REQUIRED SUBMITTAL CHECKLIST

The following must be completed and submitted with each Submittal

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