



**CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM**

**REQUEST FOR QUALIFICATIONS (RFQ)
SOLICITATION NO.: H37-IAHCUP-2022-022
DESIGN-BUILD SERVICES FOR GEORGE BUSH
INTERNATIONAL AIRPORT (IAH) CENTRAL UTILITIES PLANT**

Date Issued: June 17, 2022

Pre-Submittal Conference: June 28, 2022 10:00 A.M., CST
SCM Building
Conference Room No. 113
18600 Lee Road
Humble Texas 77338

Questions Deadline: July 12, 2022 @ 2:00 P.M., CST

Solicitation Due Date: August 18, 2022 @ 10:00 A.M., CST

Solicitation Contact Person: Andre Morrow
Sr. Procurement Specialist, Houston Airport System
Andre.morrow@houstontx.gov
281-233-1046

Project Summary: The Houston Airport System is seeking Statements of Qualifications from experienced and qualified firms for the design and construction of the George Bush International Airport (IAH) Central Utilities Plant (CUP) Renovation and Upgrade project.

NIGP Code: 90625
MBE Goal (Total): 8%
WBE Goal (Total): 2%

DocuSigned by:

Jerry Adams

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DS
CA
Jerry Adams
Chief Procurement Officer
City of Houston

6/13/2022 | 3:08 CDT

Date

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REQUEST FOR QUALIFICATIONS (RFQ)

PART 1 – GENERAL INFORMATION

1.0 GENERAL INFORMATION

- 1.1 The City of Houston (City) invites interested firms to submit Statements of Qualifications (SOQ), Technical and Cost Proposals in accordance with Texas Government Code § Chapter 2269, Subchapter G, for Design-Build Services for the George Bush International Airport (IAH) Central Utilities Plant (CUP) Renovation and Upgrade project.
- 1.2 The City is soliciting qualifications and responses from Design-Build firms, teams, and/or joint ventures for the design and construction of the George Bush International Airport (IAH) Central Utilities Plant (CUP) Renovation and Upgrade project hereinafter referred to as the “Project”. The Scope of Services to be provided is defined in Attachment A – Scope of Services. The City is seeking a project team approach to design and construct with a focus and commitment to achieving design and construction excellence. The Design Build Contractor’s scope of work for the Project will be performed in multiple phases under the Design-Build Agreement between the City and Design Build Contractor.

2.0 PROGRAM BACKGROUND

- 2.1 The Houston Airport System (HAS) has identified a significant need for new infrastructure to support renovations and upgrades of the George Bush International Airport (IAH) Central Utilities Plant (CUP). Originally built in 1969, the CUP has various assets that have reached, and or are reaching, the end of their service life. The scope of work will include replacement of these various CUP assets that were identified as having reached and/or reaching the end of their service life along with structural repairs to the building envelope and roof. HAS contracted with Texas A&M Engineering Experiment Station (TEES) to prepare a Design Criteria and Bridging Documents package for use by firms interested in performing the Final Design and Construction.
- 2.2 **Vision**
- 2.2.1 Key to this Project’s success is to support the Houston Airport System’s Vision Statement to establish Houston as a five-star global air service gateway where the magic of flight is celebrated.
- 2.2.2 The Design Build Contractor shall embrace the following HAS core values in completing the design and the construction of this Project.

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Relationships	Service
<ul style="list-style-type: none"> ▪ We work together with integrity; treat every individual with courtesy and respect. 	<ul style="list-style-type: none"> ▪ We WOW our customers through a “can do” attitude and respond quickly to meet and exceed their expectations.
<ul style="list-style-type: none"> ▪ We honor our commitments and behave in a manner that earns trust. 	<ul style="list-style-type: none"> ▪ We find ways to bring fun and joy into our work and bring customers along for the ride.
<ul style="list-style-type: none"> ▪ We promote collaboration and teamwork across the organization. 	<ul style="list-style-type: none"> ▪ We respond promptly and effectively.
<ul style="list-style-type: none"> ▪ We are reliable and trustworthy; we honor our promises and commitments. 	<ul style="list-style-type: none"> ▪ We show respect, compassion, and let people know we care.
<ul style="list-style-type: none"> ▪ We are open, positive and constructive in our feedback. 	<ul style="list-style-type: none"> ▪ We willingly provide the necessary time and effort to meet the customer’s needs.
<ul style="list-style-type: none"> ▪ We treat people like they want to be treated. 	<ul style="list-style-type: none"> ▪ We are flexible and adaptive in a dynamically changing business environment.
<ul style="list-style-type: none"> ▪ We take responsibility for our actions. 	<ul style="list-style-type: none"> ▪ We display enthusiasm and passion for our work.
<ul style="list-style-type: none"> ▪ We lead by example. 	

Innovation	Excellence
<ul style="list-style-type: none"> ▪ We have the courage and willingness to consider new and unconventional ways of thinking. 	<ul style="list-style-type: none"> ▪ We strive for quality and skillful execution without compromise.
<ul style="list-style-type: none"> ▪ We assume responsibility for learning new things. 	<ul style="list-style-type: none"> ▪ We use the power of total employee involvement to achieve our organizational goals.
<ul style="list-style-type: none"> ▪ We embrace new ideas. 	<ul style="list-style-type: none"> ▪ We foster a culture of shared values that gets things done.
<ul style="list-style-type: none"> ▪ We listen with an open mind. 	<ul style="list-style-type: none"> ▪ We take calculated risks needed to achieve results.
<ul style="list-style-type: none"> ▪ We are future-focused; “I’ve always done it this way” does not exist in our vocabulary. 	<ul style="list-style-type: none"> ▪ We look for new and more effective ways to do business.
<ul style="list-style-type: none"> ▪ We recognize change as an opportunity. 	<ul style="list-style-type: none"> ▪ We encourage continuous improvement.

2.2.3 Objectives for Project delivery are as follows:

- 2.2.3.1 Quality: Deliver a project that exceeds the minimum performance specification outlined in the Design Criteria Package.
- 2.2.3.2 Cost: Obtain the most cost effective design and construction that will optimize the total cost of ownership for HAS.
- 2.2.3.3 Schedule: Achieve the scheduled completion dates for design, construction, and performance testing of the Project. Anticipate night work shifts during construction and other off-hour work schedules.
- 2.2.3.4 Public: Provide a safe and effective project that minimizes nuisance impacts to the public.
- 2.2.3.5 Traffic: Maintain existing traffic patterns at all times.
- 2.2.3.6 Risk: Effectively manage and achieve an optimal balance of risk allocation between HAS and the Design Build Contractor.
- 2.2.3.7 Safety: Manage and implement an effective safety program incorporating industry best practices.

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2.2.3.8 Accountability: Provide for a single point of accountability for performance of all services under the Design-Build Agreement.

2.2.3.9 Collaboration: Provide for coordinated design development, with the Design Build Contractor eliciting HAS input in a manner that preserves Design Build Contractor’s sole responsibility for the achievement of Project performance objectives while meeting HAS objectives associated with cost, quality, and long-term operability.

3.0 SCHEDULE

3.1 The City may hold interviews for the advantage of clarifying responses for the benefit of the Houston Airport System’s interest. Respondent shall be prepared to accommodate the schedule requirements throughout the procurement process so as not to unreasonably extend the length of the procurement process. Respondent may be required to provide additional information before the City selects a response that best meets the RFQ requirements.

4.0 SOLICITATION SCHEDULE

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

EVENT	DATE
Date RFQ Published	6/17/2022
Pre-Submittal Conference	6/28/2022
Questions from Respondents Due to City	7/12/2022
SOQ Submittal Due from Respondent (Step One)	8/18/2022
Notification of Shortlisted Firms – Issue Bridging Documents	9/15/2022
Technical and Cost Proposals Due (Step Two)	10/6/2022
Oral Interview/Presentation	10/27/2022
Negotiation (Estimated)	11/07/2022
City Council Agenda Date (Estimated)	TBD
Contract Start (Estimated)	12/30/2022

5.0 PROCUREMENT PROCESS OVERVIEW

5.1 Procurement Approach

5.1.1 This Request for Qualifications (RFQ) represents **Step One** of the procurement processes and establishes the process for soliciting and evaluating Statements of Qualifications (SOQs) from those entities (Respondents) interested in serving as the Design Build Contractor.

5.1.2 The City will conduct a Pre-Submittal Conference for this solicitation. Please refer to the procurement schedule for exact details of time and place. At the conference, the City will present

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an overview of the Project scope, including the procurement process, schedule, and required forms for the Project. Attendance is highly recommended.

- 5.1.3 The SOQs will be reviewed and evaluated in accordance with this RFQ to develop a Shortlist of Qualified Respondents deemed as the most qualified to execute the Design-Build Project on behalf of the City. Shortlisted firms will receive an invitation to proceed to Request for Proposal (RFP), **Step Two** of the process.
- 5.1.4 **Step Two** of the procurement process may also require an oral interview/presentation of the shortlisted firms of which the agenda is later discussed in this document.
- 5.1.5 Upon determining the Most Qualified Respondent, at the appropriate time, the City shall commence contract negotiations. If the City is unable to negotiate a satisfactory contract with the Respondent, the City shall formally and in writing, end all negotiations and proceed to negotiate with the next Respondent in the order of the selection ranking until a contract is reached or negotiations with all ranked Respondents end.

5.2 **Contracting Approach**

5.2.1 The City plans to award the Design-Build Contract to the Respondent with the “Best Value” criteria defined herein utilizing the following Design-Build delivery method:

5.2.1.1 The Design-Build firm will perform services for this Project under a Two-Phase delivery method. The two phases consist of:

Phase 1 – Preconstruction and Design Services: This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the City in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.

Phases 1A (Equipment Remaining Life<=13yrs) and 1B (Equipment Remaining Life>13yrs) – Construction Services: Phase 1A and 1B Construction sub-phases of the project and may be individually authorized depending on the funding. Each of these sub-phases will commence only upon the City’s issuance of a construction NTP for that portion of the work and will be completed in accordance with the Scope of Work and durations identified in the NTP.

PART II – GENERAL REQUIREMENTS

6.0 **GENERAL REQUIREMENTS**

- 6.1 The City of Houston will rely upon the contractor to verify that any prospective participating vendors and subcontractors are appropriately licensed, insured, and has arranged to work with a bonding company as well as financial institution; provide quality work; and meet all other requirements specified by the Agreement pursuant to procedures and policies of the City. The City reserves the right to add, delete, or modify any requirements at its discretion.
- 6.2 Portions of this Project may be financed through the State Energy Conservation Office (SECO) or other entities, reporting requirements may be implemented by the City to comply with the requirements of these funding source(s).

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7.0 QUALIFICATIONS OF RESPONDENTS

7.1 Demonstrated Competence and Qualifications

7.1.1 All Respondents must propose qualified personnel and team members to accomplish the services required by the City as described herein. Design portions of the work must be executed by appropriately licensed Architects and Engineers. Professional service providers under this contract shall be licensed to practice in the State of Texas.

7.2 Performance and Payment Bonds

7.2.1 In accordance with Chapter 2269 of the Texas Government Code, the Design Build Contractor will be required to provide performance and payment bonds on forms prescribed by the City no later than the 10th Calendar Day after the date the Design Build Contractor executes the Design-Build Agreement. The penal sums for the performance and payment bonds must be in an amount equal to the total Contract Price of the work. Alternatively, if only a portion of the work is initially authorized, the Design Build Contractor may furnish performance and payment bonds in the amount of the work authorized and other financial security acceptable to the Director of Houston Airport System (Director) to ensure that Design Build Contractor will furnish the remaining required performance and payment bonds when the total Contract Price is established.

7.3 Surety Letter of Intent

7.3.1 Respondent shall fill out Surety Letter of Intent form, Exhibit I.

7.4 Financial Capabilities

7.4.1 Respondent is required to submit in a separate, sealed envelope, clearly marked "Financial Statements," one (1) stamped "Original" and one (1) copy of its Financial Statements with its Submittal.

7.4.1.1 Respondent must provide audited financial statements for the last two years, 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 years.

7.4.1.2 Provide a brief statement of the Respondent's bonding ability to fulfill the obligations.

7.5 Minority and Women Business Enterprises (MWBE)

7.5.1 Design Build Contractor shall comply with the City's Minority, Women and Small Business Enterprise (MWSBE) programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractors shall make Good Faith Efforts to awards subcontracts or supply agreements in at least the values stated in Section 13.4. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity and will comply with them.

7.6 Safety Records – EMR and OSHA

7.6.1 Respondent is required to submit in a separate, sealed envelope, clearly marked "Safety Records", one (1) stamped "Original" and one (1) copy of its Safety Records with its Submittal as described below:

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- 7.6.2 Respondent and if a joint venture, each member of the joint venture, must have an Experience Modification Rate (EMR) at or below 0.95 for the previous 12 months (from the RFQ issuance date). This information must be validated in a letter from the Respondent's insurance carrier.
- 7.6.3 Respondent and if a joint venture, each member of the joint venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.
- 7.6.4 Has the Respondent or any member of the joint venture received a citation from OSHA in excess of serious (i.e., wilful) within the previous five (5) years? If yes, provide details.

7.7 Joint Ventures or Partnerships

- 7.7.1 If the Respondent is a joint venture or partnership, the Respondent must submit with its SOQ a copy of the partnership or joint venture or current teaming agreement. The agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to the City for completing all of the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work. See forms to be submitted with SOQ as described in PART VI Section 16.0.
- 7.7.2 Each firm of the joint venture or partnership must respond to all elements of the required forms described in PART VI Section 16.0 separately. The firms must each submit a complete set to the City at the time the responses are due.
- 7.7.3 Only one firm of the joint venture or partnership needs to meet or exceed each of the SOQ Experience Requirements in order to be further evaluated as a Respondent.

7.8 Prohibitions

7.8.1 Prime Respondent Prohibitions

Firms, joint ventures, or teams who are performing work or have performed work as a Prime Contractor/Prime Consultant for the City on the planning, environmental, design, engineering, program oversight or program management of this Program (listed in Attachment D) are prohibited from participating on this Project.

7.8.2 Prohibition Questions

Should you have any questions regarding the applicability of these prohibitions to your firm, potential team, potential joint venture, potential sub-contractors, or potential sub-consultants, please direct a very specific question to:

Attention: Andre Morrow, Senior Procurement Specialist

Subject: "PROHIBITION QUESTION – IAH Central Utilities Plant Renovation and Upgrade"

Email address: Alfredo.Oracion@houstontx.gov

- 7.8.3 Any Respondents who submit an SOQ that involves prohibited firms, joint ventures, or teams, will be rejected as non-responsive regardless of whether that Respondent sought prohibition clarification or not. Respondent's failure to submit a specific prohibition question is not an excuse. City is the sole judge of which firms are prohibited from proposing on this Project.

7.9 Respondent References

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- 7.9.1 The Respondent shall provide client references that include the client names, addresses, telephone numbers, and email addresses as described in Exhibit L. City will contact the referenced clients to verify Respondent provided information and/or to solicit comments.
- 7.9.2 References must be people that were directly involved in the previous projects listed and who have first-hand knowledge of the performance of the Respondent and its proposed staff/team.
- 7.9.3 Any information stated in the response found and determined by the City to be a misrepresentation of a Respondent's past experiences may be considered as grounds for disqualification of the response and Respondent may be banned from participation in future RFQ's from the City.
- 7.9.4 Submittal of qualifications indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the City, their respective representatives, advisors, representatives, and attorneys ("Investigating Parties") during the evaluation process. Each Respondent, by submittal of its response, acknowledges and understands that the Investigating Parties will perform investigations into the Respondent's past performance, character, financial capacity, and experience and agrees that submittal of a response acts to waive and release any and all of the Respondent's claims against the Investigating Parties in relation to such investigations and, further, that submittal of a response acts as an authorization by the Respondent for the Investigating Parties to request and obtain information concerning the respective Respondent and as authorization for any party to whom the Investigating Parties directs an inquiry, to release the information so requested.

8.0 OTHER INFORMATION

8.1 Validity Period

- 8.1.1 All submittals under this RFQ must be valid for a period of one-hundred and eighty (180) consecutive calendar days from the date of receipt by the City.

8.2 Only One Submittal Accepted

- 8.2.1 City will accept only one submittal for this solicitation from any one Respondent. This includes submittals received under different names by one firm, corporation, partnership, or joint venture. Evidence of collusion among Respondents shall be grounds for exclusion of any Respondent who is a participant in any such collusion. Optional offers submitted in addition to conforming submittals will not be reviewed. A firm may not participate in more than one joint venture or participate as a prime contractor on more than one team who is submitting a response to this RFQ.

8.3 Authorized Signatures

- 8.3.1 When signing the Response, each party signing must:
- 8.3.1.1 State that the facts represented in the submittal are true and correct; and
- 8.3.1.2 The Signer has authority to sign on behalf of the contracting entity.

8.4 Information Requested And Not Furnished

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8.4.1 The information requested and the manner of submittal is essential to permit prompt evaluation of all Responses. Accordingly, City reserves the right to declare as non-responsive and reject any Responses in which information is requested and is not furnished (within the City's time limits) or when a direct or complete answer is not provided.

8.5 **Designation Of Independent Engineer**

8.5.1 Pursuant to Chapter 2269 of the Texas Government Code, the City will designate an Engineer who is independent of the design-build firm to act as representative for the procurement process and for duration of the work on the civil works project.

8.6 **Stipend For Unsuccessful Respondents**

8.6.1 The Stipend is zero dollars.

8.7 **Response Errors**

8.7.1 Omissions and Errors

Respondent is liable for all errors or omissions incurred by Respondent in preparing the Response. Respondent will not be allowed to alter response documents after the due date for submittal unless a request is made in writing that thoroughly describes the circumstances and which is approved by the City in writing. Nothing herein shall be construed to entitle Respondent to alter Response documents except as required by law.

8.7.2 Corrections after Submittal

City reserves the right to make corrections or amendments due to errors identified in the Response by the City or the Respondent. This type of correction or amendment will only be allowed for errors as typing and transposition. All changes must be coordinated in writing with, and authorized by the City.

8.7.3 Incorrect Response Information

If the City determines that a Respondent has provided incorrect information for consideration in the evaluation process, which the Respondent knew or should have known was materially incorrect, that Response may be deemed non-responsive and the Response may be rejected or may be accepted in City's sole discretion.

8.7.4 Prohibition of Alternate Terms and Conditions

Respondent shall not submit its own Contract terms and conditions in Response to this RFQ. If a Response contains supplemental terms and conditions, the City, at its sole discretion, may determine the Response to be a non-responsive counter offer, and the Response may be rejected.

8.7.5 Waiver of Minor Administrative Irregularities

City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Response submitted for this solicitation.

8.7.6 Withdrawal of Responses

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Respondent may withdraw its submitted response at any time prior to the specified response due date and time. Withdrawals of the response must be by written request. After withdrawing a previously submitted response, the Respondent may submit another response at any time up to the specified response due date and time.

PART III – EVALUATION PROCESS

9.0 STEP ONE: REQUEST FOR QUALIFICATIONS

9.1 Overview

Step one of the Response shall consist of the SOQ with the required forms described below.

9.2 City Required Forms

9.2.1 The Respondent shall complete all the City required forms enclosed herein as Section 16.0 – FORMS TO BE SUBMITTED WITH SOQ and shall initial any and all alterations or erasures in its submittals. The Respondent shall not delete, modify, or supplement the printed matter on the City required forms, or make substitutions thereon.

9.3 City Required Forms Format

9.3.1 Contents of Envelope #1 must include one (1) original and one (1) copy of the City required forms described in PART VI Section 16.0, as well as an electronic PDF copy on a non-returnable USB drive provided with the original.

9.3.2 The hard copies shall be bound using 8½” by 11” pages with no staples.

9.3.3 The Respondent shall ensure that each page of its response is identified with the Project name and Respondent’s name and page number.

9.4 City Required Forms Review

9.4.1 The City required forms will be reviewed for compliance. The Respondent’s failure to comply with the instructions or to submit a complete Response may result in the response being deemed non-responsive.

9.5 Statement Of Qualifications Format And Content

9.5.1 Contents of Envelope #2 will include one (1) original of Statement of Qualifications (SOQ) signed in blue ink and ten (10) hard copies, as well as an electronic PDF version of the same on ten (10) non-returnable USB drives provided with the original. Original to be marked as “**Original**” and copies to marked as “**copy 1 of X**” etc.

9.5.2 Each copy of the SOQ shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8½” by 11”) or folded to that dimension, twice letter size (11”x17”). Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binders, dividers, etc. are not required. Document text should be in ARIAL 10-point font and, must be consistent throughout the document. Each RFQ response shall be organized in the following order:

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Step 1: SOQ Content
Cover Letter / Introduction Letter / Executive Summary / Letter of Transmittal
Project Approach
Firm(s) Qualifications
Team Qualifications and Management Plan
Design and Preconstruction/Construction Phase Services
Project Controls
Minimum Required Experience
Financial Capabilities
MWBE Compliance
Experience Modification Rate
OSHA Records

- 9.5.3 The Respondent shall ensure that each page of its response is identified with the Project name and Respondent's name and page number.
- 9.5.4 Responses shall include tabbed section indicators and tab pages shall not include any content, graphic or text other than header of the section.
- 9.5.4.1 SOQ responses which contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.
- 9.5.4.2 All forms provided in this RFQ shall use the exact format provided.
- 9.5.4.3 All Responses must be submitted in accordance with this RFQ. Responses shall be in writing and Respondents shall complete and return all applicable documents. If the Response does not conform to the City's requirements, the Response may be deemed non-responsive and therefore, not be considered for further evaluation. The contents of the Response shall be complete in description and concise in volume. Any supplementary artwork, visual aids, films, and other extraneous materials will not be accepted unless it specifically addresses the requirements for approach and/or information.
- 9.5.5 Submittals shall be delivered to the address below not later than 10:00 A.M., CDT, Thursday, August 18, 2022, to:
Cathy Vander Plaats
Procurement Officer
Supply Chain Management
18600 Lee Road
Humble, TX 77338
- 9.5.6 City reserves the right to extend the due date for this Request for Qualification as deemed necessary and in its best interests. Any postponement of the due date will be issued as a Letter of Clarification (LOC) to this RFQ. The submittal of a SOQ does not in any way commit the City to enter into an agreement with that Respondent or any other Respondent.

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9.5.7 City reserves the right to cancel this RFQ, accept or reject, in whole or in part any all or SOQs received in the best interest of the City.

9.5.8 Step one of the Response shall consist of STATEMENT OF QUALIFICATIONS with the required forms described below.

9.6 **Step One - Statement of Qualifications Evaluation**

9.6.1 Based on the number and quality of submittals to this RFQ, the evaluation committee may form a short list of firms, up to five firms, whose submittals provide the most desirable methods for providing the services. In developing the short-list, the committee will consider, among other things, the criteria described in Section 9.7. Respondents will be evaluated with the scoring criteria established below:

MINIMUM QUALIFICATIONS	Pass/Fail
Financial Capabilities	Pass/Fail
MWBE Compliance	Pass/Fail
Experience Modification Rate	Pass/Fail
OSHA Records	Pass/Fail
SCORING CRITERIA	Score
Minimum Required Experience	15 points
Project Approach	15 points
Firm(s) Qualifications	20 points
Team Qualifications and Management Plan	20 points
Design and Preconstruction/ Construction Phase Services	20 points
Project Controls	10 points
TOTAL SCORE	100 Points

9.6.2 The shortlisted firms will be notified in writing that they made it to the 2nd step of the selection process where they will be asked for additional information and invited for an interview and oral presentation.

9.6.3 **Minimum Qualifications**

9.6.4 **Financial Capabilities – Pass/Fail**

9.6.4.1 As referenced in PART II. Section 7.4 Financial Capabilities, submit audited financial statements for the last two years. Provide a brief statement of the Respondent’s bonding ability to fulfil the obligations.

9.6.5 **MWBE Compliance – Pass/Fail**

9.6.5.1 As referenced in PART V. Section 13.4 MWBE and Local Participation Plan and City required documents listed as Exhibits, Attachments, and referenced in Part IV herein.

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9.6.6 Experience Modification Rate – Pass/Fail

9.6.6.1 Respondent and if a joint venture, each member of the joint venture, must have an Experience Modification Rate (EMR) at or below 0.95 for the previous 12 months (based on the RFQ issuance date). This information must be validated in a letter from the Respondent's insurance carrier.

9.6.7 OSHA Records – Pass/Fail

9.6.7.1 Respondent and if a joint venture, each member of the joint venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.

9.6.7.2 Has the Respondent or any member of the joint venture received a citation from OSHA in excess of serious (i.e., wilful) within the previous five (5) years? If yes, provide details.

9.7 Statement Of Qualifications Response Scoring Criteria

9.7.1 **Minimum Required Experience – (15 Points).** Complete Exhibit N and submit it with your SOQ.

9.7.1.1 Must have experience as Prime or JV Partner on at least three (3) similar mechanical/electrical or infrastructure projects at a top 50 airport as defined by the 2019 Airport Council International (ACI) North American Airports Passenger Ranking List **or** other major campus settings such as government agency facilities, military installations, educational institutions, or large commercial properties, including but not limited to: airport terminals, hotels, conventions centers, sports complexes, and health care facilities under any delivery method in excess of \$10M in contract value; **and** at least one (1) similar project under a Design Build delivery method that are in progress or completed in the last 10 years. The experience must be validated in a reference letter from the owner.

9.7.2 Project Approach (15 Points)

9.7.2.1 Outline your management tools, strategies, and methodologies that will enable successful delivery of the Project.

9.7.2.1.1 Outline how the Work will be delivered around possible restricted working times and operating areas of an active airport.

9.7.2.1.2 Provide your methodology for the procurement of any long-lead items.

9.7.2.1.3 Describe your approach to project communication.

9.7.2.1.4 Describe your approach to conflict and dispute resolution and the management of contractual conflicts.

9.7.2.1.5 Describe your experience in providing sustainable solutions to infrastructure projects.

9.7.2.1.6 Describe your experience in design and construction of precast structures to expedite construction.

9.7.2.1.7 Describe Respondent's concepts for working in a team relationship as a Design-Builder and how this works for the benefit of the Project.

9.7.2.2 Describe Respondent's Quality Control program.

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- 9.7.2.2.1 Explain methods used to ensure quality control during the design and construction phases of the Project. As an attachment, provide a copy of the table of contents only from the prime firms QA/QC plan or policy, or similar, manual.
- 9.7.2.2.2 Describe how Respondent's quality control team will measure the quality of design and construction performed by the Designer and subcontractors and how non-conforming work will be addressed.

9.7.3 Firm(s) Qualifications (20 Points)

- 9.7.3.1 Provide a description of a minimum of three (3) and a maximum of five (5) similar projects.
 - 9.7.3.1.1 For all projects submitted, provide the project name with the associated client name and contact information. Provide the associated Design Consultant firm and firm's project principal and project manager's name and contact information.
 - 9.7.3.1.2 Provide a list of all Key Personnel who worked on each project.
- 9.7.3.2 Explain your organization structure, including an organizational chart, and why it has the necessary expertise and resources to execute a project of this scope.
- 9.7.3.3 Detail years in business, past contract awards and other pertinent information about your firm, JV or significant key sub consultants/contractors.
 - 9.7.3.3.1 If a JV, further explain why your firms decided to partner and the value the partnership will bring to HAS.
 - 9.7.3.3.2 For any Key JV partner or significant sub-contractor, provide your previous relationship history of working together.
 - 9.7.3.3.3 What strength does each proposed consultant and subcontractor bring to this relationship?

9.7.4 Team Qualifications and Management Plan (20 Points)

- 9.7.4.1 Respondent shall submit:
 - 9.7.4.1.1 A description for each Key Personnel position during Preconstruction and Construction Phases of the Project. Key Personnel shall include at the minimum: Project Lead, Project Design Lead, Project Controls Lead, Superintendent, Quality Management Lead and Safety Lead.
 - 9.7.4.1.2 A written assurance that the Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without HAS's prior written approval.
 - 9.7.4.1.3 A brief resume for each Key Personnel demonstrating their qualifications and experience. Resumes shall include the following:
 - 9.7.4.1.3.1 Name, Role
 - 9.7.4.1.3.2 Firm
 - 9.7.4.1.3.3 No. of years with current firm
 - 9.7.4.1.3.4 Total years' experience
 - 9.7.4.1.3.5 Education, professional licensing

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9.7.4.1.3.6 Experience in their respective areas of expertise

9.7.4.2 Management and Staffing Plan:

9.7.4.2.1 Provide a management and staffing plan in a table format that lists all Project tasks, the proposed team member (names) assigned to each project task and their level of responsibility for each task during each Project phase.

9.7.4.2.2 Describe your plan for transitioning between Preconstruction and Construction Phase services in terms of management continuity and roles and responsibilities of Key Personnel.

9.7.5 **Design and Preconstruction/ Construction Phase Services (20 Points)**

9.7.5.1 Describe Respondent's perception of critical design and construction risks for this Project and strategy for mitigating risks.

9.7.5.2 Describe what tools the Respondent uses for risk management.

9.7.5.3 Describe the Respondent's approach to design and construction phase services with regard to safety, cost, schedule, and constructability.

9.7.6 **Project Controls (10 points)**

9.7.6.1 Provide a high-level schedule for this Project.

9.7.6.1.1 Describe how Respondent will develop, maintain, and update the Project schedule during each Phase.

9.7.6.1.2 Describe Respondent's approach to assuring timely completion of this Project, including methods for performance measurement and float creation and schedule recovery, if necessary.

9.7.6.2 Describe construction cost estimating methods, including historical benchmarking data that will be used to ensure Design to Budget compliance through the Preconstruction Phase.

9.7.6.2.1 Describe cost tracking and control methods during design and construction. Describe how your project controls systems will be able to supply information to HAS in the Work Breakdown Structure (WBS) identified by HAS.

9.7.6.2.2 Describe how innovative work practices, innovative use of technologies, and innovative techniques or cost reduction strategies could benefit HAS.

9.8 **RESPONSE TO REQUEST FOR QUALIFICATIONS DELIVERY INSTRUCTIONS**

The response packages shall be submitted in two (2) separate envelopes/boxes **clearly** identified and addressed as follows:

ENVELOPE #1 - CITY REQUIRED FORMS

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
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RFQ NO.: H37-IAHCUP-2022-022**

RESPONDENT NAME _____ CONTACT NAME _____ CONTACT EMAIL _____ CONTACT PHONE NUMBER _____ RFQ CITY REQUIRED FORMS
--

HOUSTON AIRPORT SYSTEM Central Utilities Plant (CUP) Renovation and Upgrade SOLICITATION NO.: RFQ – H37-IAHCUP- 2022-022 _____ Attention: Cathy Vander Plaats Procurement Officer Supply Chain Management 18600 Lee Road Humble, TX 77338
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ENVELOPE #2 – STATEMENT OF QUALIFICATIONS

RESPONDENT NAME _____ CONTACT NAME _____ CONTACT EMAIL _____ CONTACT PHONE NUMBER _____ RFQ STATEMENT OF QUALIFICATIONS
--

HOUSTON AIRPORT SYSTEM Central Utilities Plant (CUP) Renovation and Upgrade SOLICITATION NO.: RFQ – H37-IAHCUP- 2022-022 _____ Attention: Cathy Vander Plaats Procurement Officer Supply Chain Management 18600 Lee Road Humble, TX 77338
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10.0 STEP TWO REQUEST FOR PROPOSAL

STEP TWO: REQUEST FOR PROPOSAL WILL ONLY BE REQUIRED OF SHORTLISTED RESPONDENTS AS REQUESTED BY THE CITY

10.1 Overview

Upon written request from the City, Respondent shall submit the RFP Proposal. The RFP Proposal consists of two (2) parts: TECHNICAL PROPOSAL and COST PROPOSAL.

10.2 Technical Proposal Content

10.2.1 The Respondent shall submit the TECHNICAL PROPOSAL using the format described herein. Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services for HAS. The TECHNICAL PROPOSAL must address the following:

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- Addendum (Letter of Clarification) Acknowledgement Letter
- Project Approach
- Anticipated Problems
- Proposed Solutions to Anticipated Problems
- Ability to Meet Schedules
- Conceptual Engineering Design/Comments on Design Criteria Package
- Exceptions to Standard Contract

10.2.2 All Responses must be submitted in accordance with this RFP. Responses shall be in writing and Respondents shall complete and return all applicable documents. If the response does not conform to the RFQ requirements, the response may be deemed non-responsive and therefore, not be considered for further evaluation. The contents of the response shall be complete in description and concise in volume. The response shall be in the format of a written report. Any supplementary artwork, visual aids, films, and other extraneous materials will not be accepted unless it specifically addresses the RFP requirements for approach and/or information.

10.3 **Technical Proposal Format**

10.3.1 Contents of Envelope #1 will include one (1) original of the ADDENDUM ACKNOWLEDGEMENT LETTER and TECHNICAL PROPOSAL signed in blue ink and ten (10) hard copies, as well as an electronic PDF version of the same on ten (10) non-returnable USB drives provided with the original. Original to be marked as “Original” and copies to be marked as “copy 1 of X” etc.

10.3.2 All copies of TECHNICAL PROPOSAL shall be bound using 8½” by 11” (single-sided) pages with no staples, divided by tabs for the following sections.

Step 2: Proposal Content
Project Approach
Anticipated Problems
Proposed Solutions To Anticipated Problems
Ability To Meet Schedules
Conceptual Engineering Design/ Comments on Design Criteria Package
Exceptions to Standard Contract

10.3.3 The Respondent shall ensure that each page of its response is identified with the Project Name, Respondent’s name, and page number.

10.3.4 Responses shall be prepared on 8 ½” x 11” paper, bound on the long side. 11” x 17” fold-out sheets may be included and counted as one page but are limited to graphic or photo images and shall not be used for excessive text to circumvent the page limitations.

10.3.5 Responses shall use minimum 10 point font in Arial and none smaller, excluding titles and captions for graphics and for tables and must be consistent for the whole document.

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- 10.3.6 Responses shall include tabbed section indicators and tab pages shall not include any content, graphic or text other than header of the section and will not be counted in the page count.
- 10.3.7 All text shall be clear of binding edge margin.
- 10.3.8 The Respondent's TECHNICAL PROPOSAL shall not exceed 25 pages single sided. This page limit does not include:
 - 10.3.8.1 Covers, Tabs, Letters, Addendum Acknowledgment or disclosure of legal and administrative proceedings and financial condition, and City of Houston required forms.
 - 10.3.8.2 TECHNICAL PROPOSALS that contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.
 - 10.3.8.3 Exceptions to Standard Contract Form.
 - 10.3.8.4 All forms provided in this RFP shall use the exact format provided.

10.4 Technical Proposal Response Scoring Criteria

The following is the scoring criteria for the Technical Response and Cost Proposal. The Design Criteria Package and specific Evaluation Criteria Requirements will be provided to shortlisted firms upon notice of being shortlisted. The Respondent shall submit the TECHNICAL PROPOSAL using the format described herein. Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services from HAS. The TECHNICAL PROPOSAL must be in response to the information conveyed within the Design Criteria.

Step 2: Proposal Content	Weights
Project Approach	10 Points
Anticipated Problems	10 Points
Proposed Solutions To Anticipated Problems	10 Points
Ability To Meet Schedules	10 Points
Conceptual Engineering Design/ Comments on Design Criteria Package	10 Points
TOTAL MAXIMUM TECHNICAL PROPOSAL SCORE	50 Points
COST PROPOSAL SCORE	50 Points
TOTAL MAXIMUM SCORE	100 Points

- 10.4.1 **Project Approach – 10 Points**
 - 10.4.1.1 Describe Respondent's strategy to manage the Preconstruction and Design process up to the conclusion of Phase 1 - Preconstruction and Design.
 - 10.4.1.2 Describe Respondent's approach in managing the Design to Budget process during Phase 1- Preconstruction and the strategy to be used to meet the Contract Price during Phases 1A and

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1B of Construction. Describe how the Respondent's cost control process will ensure the executed contract will be within HAS's budget on this Project.

10.4.1.3 Based on the Design Criteria Package, describe Respondent's approach for design and construction of water and wastewater systems, electrical and communications distribution systems, roadway construction and traffic control and methods for working near and existing neighborhood and adjacent to an active airport.

10.4.2 Anticipated Problems - 10 Points

10.4.2.1 The Respondent is to review and provide comments on the Design Criteria Package.

10.4.2.2 Based upon the Design Criteria Package, describe the anticipated problems and issues the Respondent foresees in Phase 1 Preconstruction and Phases 1A and 1B of Construction.

10.4.3 Proposed Solutions – 10 Points

10.4.3.1 Provide Respondents' solutions for the problems identified in 10.4.2.2.

10.4.4 Ability to Meet Schedules - 10 Points

10.4.4.1 Describe Respondent's approach to managing the Project Schedule during Phase 1 of Preconstruction and Design and Phases 1A and 1B of Construction to ensure Project milestones are met.

10.4.5 Final Engineering Design – 10 Points

10.4.5.1 Based on the Design Criteria Package, describe Respondent's concepts for finalizing the design from the bridging documents stage to the final Issued For Construction plans and specifications and obtaining all requirement permits.

10.4.6 Cost Proposal – 50 Points

10.4.6.1 Lowest proposed cost receives the maximum points.
Awarded points formula for proposed cost higher than the lowest proposed cost: $\text{Lowest Cost/Higher Cost} = XX$ multiplied by $\text{Weighted Points} = \text{Awarded Points}$.

10.4.6.2 The City will begin contract negotiations with the highest ranked Respondent(s) based upon the sample contract attached to this RFQ, in accordance with the provisions defined above in Section 5 of this RFQ. If negotiations result in agreement, the proposed contract will be submitted to the City Council for approval.

10.5 COST PROPOSAL CONTENT

10.5.1 The Respondent shall submit the COST PROPOSAL using the format described herein. The COST PROPOSAL will contain the following:

10.5.1.1 Cover Letter

10.5.1.2 COST PROPOSAL FORM

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10.5.2 Subsequently, cost proposals from the short-listed firms will be opened, evaluated, and scored per Section 10.4.6.1.

10.6 **COST PROPOSAL FORMAT**

10.6.1 Contents of Envelope #2 will include one (1) original of the Cover Letter and COST PROPOSAL signed in blue ink and ten (10) hard copies, as well as an electronic PDF version of the same on ten (10) non-returnable USB drives provided with the original. Original to be marked as “**Original**” and copies to be marked as “**copy 1 of X**” etc.

10.7 **REQUEST FOR PROPOSAL DELIVERY INSTRUCTIONS**

The response packages shall be submitted in two (2) separate envelopes/boxes **clearly** identified and addressed as follows:

ENVELOPE #1 – TECHNICAL PROPOSAL

RESPONDENT NAME _____ CONTACT NAME _____ CONTACT EMAIL _____ CONTACT PHONE NUMBER _____ RFP TECHNICAL PROPOSAL

HOUSTON AIRPORT SYSTEM Central Utilities Plant (CUP) Renovation and Upgrade SOLICITATION NO.: H37-IAHCUP-2022- 022 Attention: Cathy Vander Plaats Procurement Officer Supply Chain Management 18600 Lee Road Humble, TX 77338

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ENVELOPE #2 – COST PROPOSAL

RESPONDENT NAME _____ CONTACT NAME _____ CONTACT EMAIL _____ CONTACT PHONE NUMBER _____ RFP COST PROPOSAL
--

HOUSTON AIRPORT SYSTEM Central Utilities Plant (CUP) Renovation and Upgrade SOLICITATION NO.: H37-IAHCUP-2022- 022 Attention: Cathy Vander Plaats Procurement Officer Supply Chain Management 18600 Lee Road Humble, TX 77338

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PART IV – SUBMITTAL OF RESPONSES

11.0 INSTRUCTION FOR SUBMITTALS

- 11.1 **Time for Submittal.** Submittals shall be submitted no later than the date and time indicated for submittal in this RFQ. Late submittals will not be considered and will be returned unopened.
- 11.2 **Format.** Submittal should be left-bound. Material should be organized following the order of the submittal requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
- 11.3 **Complete Submittal.** Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submittals may lead to a submittal being deemed non-responsive. Non-responsive submittals will not be considered.
- 11.4 **Timely Delivery of Submittals.** The submittal must be delivered by hand or sent to the City of Houston, Office of the Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to the City of Houston and on any correspondence related to the submittal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
- 11.5 **Late Submittals.** The respondent remains responsible for ensuring that its submittal is received at the time, date, place, and office specified. The City assumes no responsibility for any submittal not so received, regardless of whether the delay is caused by the U.S. Postal service, the courier delivery service, or some other act or circumstance.

PART V – GENERAL TERMS AND SPECIAL CONDITIONS

12.0 GENERAL TERMS

12.1 Contractor Performance Language

- 12.1.1 Design Build Contractor should make citizen satisfaction a priority in providing services under this contract. Design Build Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Design Build Contractor's employees should be clean, courteous, efficient, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Design Build Contractor is not interacting in a positive and polite manner with citizens, the Design Build Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

12.2 INTERPRETING SPECIFICATIONS

- 12.2.1 The specifications and product references contained herein are intended to be descriptive in nature rather than restrictive. City is soliciting Statements of Qualification and to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFQ with minimum performance requirements for guidance, but they are not intended to preclude Respondent(s) from

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recommending alternative solutions offering comparable or better performance or value to the City.

12.2.2 Changes in the specifications, terms and conditions of this RFQ will be made in writing by the City prior to the SOQ due date. Results of informal meetings or discussions between a potential Respondent(s) and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.

12.3 **CONTRACTOR DEBT**

12.3.1 IF DESIGN BUILD CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT DESIGN BUILD CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF DESIGN BUILD CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO DESIGN BUILD CONTRACTOR UNDER THIS AGREEMENT, AND DESIGN BUILD CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

12.4 **COMPETENCY OF RESPONDENT**

12.4.1 The receipt and opening of a SOQ submittal shall not be construed as an acceptance of the Respondent as qualified and responsible. City reserves the right to determine the competency and responsibility of the Respondent from information submitted in the SOQ and verification of the Respondent's qualifications from other sources.

12.5 **DISQUALIFICATION OF RESPONDENT**

12.5.1 Although not intended to be an exhaustive list of causes for disqualification, one or more of the following causes, among others, may be considered sufficient for the disqualification of the Respondent and the rejection of its SOQ submittal.

- a) Evidence of collusion among Respondents
- b) Default on a previous project for failure to perform

13.0 **SPECIAL CONDITIONS**

13.1 **Additional Instructions, Notifications and Information**

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

13.1.2 Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, shall be grounds for

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exclusion from the selection process.

- 13.1.3 CONTRACT NEGOTIATIONS - This solicitation is not to be construed as a contract or as a commitment of any kind. If this solicitation results in a contract offer by the City; a specific scope of work, fees, insurance coverages, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project the City may include a "key persons" clause during contract negotiations.
- 13.1.4 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 RFQ 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 responses to the solicitation.
- 13.1.5 This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Houston to pay for any cost incurred in the preparation of a submittal or of any costs incurred prior to the execution of a final contract.
- 13.1.6 In the event that a mutually agreeable contract cannot be negotiated between the Design Build Contractor and the City, then the City reserves the right to select an alternate Design Build Contractor.
- 13.1.7 The City reserves the sole right to:
- 1) Evaluate submittals
 - 2) Waive any irregularities therein
 - 3) Request supplemental or additional information as necessary
 - 4) Contact others to verify information provided in the submittal
 - 5) Cancel the solicitation and/or reject any and all submittals, should it be deemed at the best interest of the City of Houston
- 13.1.8 No debriefings by the City staff to unsuccessful Respondents will occur until after the award of a contract by the Houston City Council to the successful firm.
- 13.1.9 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.
- 13.1.10 The successful firm 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.) .

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13.2 No Contact Period

13.2.1 Neither bidder(s) nor any person acting on bidder(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 of Houston, 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 ("City Representative"). 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 bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, 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.

13.2.2 Guidance - Interested parties shall 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:

13.2.2.1 Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the City Representative for this procurement.

13.2.2.2 Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.

13.2.2.3 Communications with the city legal department regarding contract terms after notification of intent to award are permissible.

13.3 Security and Badges (As Applicable to this Project)

13.3.1 The Respondent shall comply with all applicable Federal rules governing security at the Airport.

13.3.2 All on-site personnel of Respondent, including subcontractors, who perform services under the Agreement inside the AOA fence or in secure areas of the Airport, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.

13.3.3 The Respondent shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel, as required by HAS. On-site personnel within the AOA or in secure areas of the Airport shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at IAH/HOU and \$16.00 at EFD. Costs for the fingerprint-based criminal history records check are 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.

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13.3.4 The Respondent acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.

13.4 **MWBE and Local Business Participation Plan**

13.4.1 If the total Construction Cost Estimate for the Project is greater than One Million Dollars or if the contract has a Professional Services component the contractor shall make Good Faith Efforts to comply with the City Ordinances and the Requirements for the City of Houston Program for Minority, Women, and Small Business Enterprises. The contract goals are as follows:

13.4.1.1 The MBE goal is 8% (Total), and

13.4.1.2 The WBE goal is 2% (Total)

13.4.2 The MBE and WBE Participation goals are based on the total contract.

13.4.3 MWBE Participation Plans or the Participation Plans for the Professional Services are due at time of bid submission. The MBE and WBE Participation Plans will be due at the same time as the submission of the Gross Maximum Price to the City.

13.4.4 Failure by Contractor to comply with the Good Faith Efforts policy will be considered non-compliance with the MWSBE program. Failure to be compliant will result in any and all actions permitted by City Ordinance or the Office of Business Opportunity's Policies and Procedures Manual.

13.4.5 "Good Faith Efforts Policy" is defined in the Office of Business Opportunity's Policy and Procedures Manual, which is available at: <http://www.houstontx.gov/obo/index.html>.

13.5 **Protest**

13.5.1 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. <http://www.houstontx.gov/policies>

13.6 **Certificate of Interested Parties**

13.6.1 In accordance with Texas Gov't Code §2252.908, the successful Respondent must complete Form 1295, Certificate of Interested Parties.

13.6.2 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 certification number

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

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

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13.7 **ANTI-BOYCOTT OF ISRAEL**

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.

13.8 **ANTI-BOYCOTT OF ENERGY COMPANIES**

13.8.1 Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

13.9 **ANTI-BOYCOTT OF FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS**

13.9.1 Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

13.10 **CERTIFICATION OF NO BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS**

13.10.1 For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement, neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

13.11 **EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY**

13.11.1 SERVICE CONTRACTS AND PURCHASING 13.11.1 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 any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

13.12 **SB 943 - PUBLIC INFORMATION AND DISCLOSURE OF CERTAIN CONTRACTING INFORMATION**

13.12.1 The requirements of Subchapter J, Chapter 552, Government Code, 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."

Ref.: (<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552>)

13.13 **HIRE HOUSTON FIRST**

This Procurement is subject to the Hire Houston First Program, which gives a preference to certain local bidders in award of the Procurement.

13.13.1 Local preference points.
To be eligible for the preference, a company must be designated as a City Business (CB) or

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Local Business (LB) under the Hire Houston First Program prior to Submission. Respondents must provide Declaration of Hire Houston First Designation with Submission. At the conclusion of scoring Submissions, Hire Houston First preference points shall be distributed in such a way that grants the highest number of points to a City Business (CB) and the next highest number of points to a Local Business (LB).

- 5 Points: For Proposer firm designated as a Hire Houston First “City Business” (CB);
- 3 Points: For Proposer firm designated as a Hire Houston First “Local Business” (LB);
- 0 Points: For Proposer firm not designated as either a “City Business” (CB) or a “Local Business” (LB)

HAS may solicit from other departments of the City, other government agencies or any other available sources, relevant information concerning the Proposer’s record of past performance.

PART VI – INSTRUCTIONS TO RESPONDENTS

14.0 PRE-SUBMITTAL CONFERENCE

14.1 A Pre-Submittal Conference will be held at the date, time, and location as indicated on the first page of this 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.

14.2 Additional Information and Specification Changes

14.2.1 Requests for additional information and questions should be addressed to the Houston Airport System, Supply Chain Management Buyer Al Oracion, 281-230-8009, fax 281-233-1685, or email (preferred method) to Alfredo.Oracion@houston.tx.gov no later than the date and time as indicated on the first page of this RFQ document. The City of Houston 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.

14.3 Letter(s) of Clarification

14.3.1 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 Submittal responses.

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

14.4 Examination of Documents and Requirements

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

14.4.2 Before submitting a Submittal, each Respondent shall be responsible for making all

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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.

14.5 Exceptions to Terms and Conditions

14.5.1 All exceptions included with the Submittal shall be submitted in a clearly identified separate section of the Submittal in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer, 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.

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

14.5.3 Exceptions to Standard Contract. All short-listed respondents must submit any exceptions to the standard contract by redlining the standard contract electronically in unlocked, fully editable Microsoft Word format (in addition to any other hard copy delivery requirements). Short-listed respondents must include the rationale for taking the exception in the redlined contract (using the Comments feature, as needed) and by summarizing the exception in the attached Contract Exception Chart (Exhibit Q). Such exceptions will be considered when evaluating the short-listed respondent's response to this RFQ. If a short-listed respondent takes exception to the contract language (more than simply a deletion), it must include its proposed alternative language for the City's consideration. Redlines and the Contract Exception Chart will be due at the date and time set forth in the notice inviting the short-listed respondents to an interview, which due date will be on or before the date and time of the respondent's interview.

14.6 Post-Submittal Discussions with Respondent(s)

14.6.1 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-Submittal discussions with any Respondent(s).

(Intentionally left blank)

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15.0 ATTACHMENTS

Attachment A – Scope of Services
Attachment B – Not Used
Attachment C – Sample Contract
Attachment D – Prohibited Firms

16.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATION

Exhibit A – Offer and Submittal
Exhibit B – Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status (00450)
Exhibit C – Consolidated Ownership Information Forms (00455, previously Forms 00452, 00453 and 00455)
Exhibit D – Drug Detection and Deterrence Procedures (00601)
Exhibit E – Pay or Play Acknowledgement Form (00840)
Exhibit F – Anti-Collusion Statement
Exhibit G – Conflict of Interest Questionnaire (00457)
Exhibit H – RFQ Statement of Qualification/RFQ Addendum Acknowledgement
Exhibit I – Surety Letter of Intent
Exhibit J – SOQ Required Submittal Checklist
Exhibit K – Respondent Contact Directory
Exhibit L – Reference Verification Form
Exhibit M – Schedule of MWBE Participation
Exhibit N – Minimum Required Experience

17.0 FORMS TO BE SUBMITTED WITH PRICE & TECHNICAL PROPOSAL

Exhibit O – RFP Cost Proposal Form
Exhibit P – Technical Proposal Form/ RFP Addendum Acknowledgement
Exhibit Q – Contract Exception Chart

18.0 DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL FIRM

00470 Bidder's MWBE Participation Plan
00471 Pre Bid Good Faith Efforts Document
00472 Bidder's MWSBE Goal Deviation Request
00501 Resolution of Corporation
00600 List of Proposed Subs and Suppliers
00606 Contractor's Certificate of No Safety Impact Positions
00620 Affidavit of Insurance
00621 COH Certificate of Insurance
00624 Affidavit of Compliance with Affirmative Action Program
00630 Certificate of Compliance with POP program
00631 POP Program List of Subs
00632 OBO Certification by Professional Service Provider
00842 Letter of Intent
Form 1295 – Certificate of Interested Parties

**INFRASTRUCTURE FOR SPACEPORT DEVELOPMENT
RFQ NO.: H27-SFDB-2017-030
ATTACHMENT A
SCOPE OF SERVICES**

Scope of Services

[Attached Separately]

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ATTACHMENT B

THIS ATTACHMENT NOT USED AND IS INTENTIONALLY BLANK

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**ATTACHMENT C
SAMPLE CONTRACT**

**SAMPLE CONTRACT
[Attached Separately]**

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**ATTACHMENT D
PROHIBITED FIRM(S)**

LIST OF PROHIBITED FIRMS:

1.

2.

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EXHIBIT A – OFFER AND SUBMITTAL

NOTE: SUBMITTAL/PROPOSAL 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_____

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EXHIBIT B – BIDDER’S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

BIDDER’S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

This certifies that the status of the Bidder, _____, in
(Bidder's Name)

1.0 regard to the City of Houston Code of Ordinances, Chapter 15, Article V, relating to City-wide percentage goals for contracting with Minority and Women-owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE), Chapter 15, Article VI, relating to City-wide percentage goals for contracting with Persons with Disabilities Business Enterprises (PDBE) and Chapter 15, Article IX, relating to City-wide percentage goals for contracting with a Small Business Enterprise (SBE) is as follows:

1. Bidder (individual, partnership, corporation) is is not a Minority Business Enterprise as certified by the Affirmative Action and Contract Compliance Division.
2. Bidder (individual, partnership, corporation) is is not a Women-owned Business Enterprise as certified by the Affirmative Action and Contract Compliance Division.
3. Bidder (individual, partnership, corporation) does does not declare itself to be a Persons with Disabilities Business Enterprise as defined above.
4. Bidder (individual, partnership, corporation) does does not declare itself to be a Disadvantaged Business Enterprise as defined above.
5. Bidder (individual, partnership, corporation) does does not declare itself to be a Small Business Enterprise as defined above.

Signature: _____

Title: _____

Date: _____

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EXHIBIT B – BIDDER’S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

CITY OF HOUSTON 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 Acknowledgement of Applicable Provisions of the City of Houston Ethics Ordinance (Chapter 18 of the Code of Ordinances, Ethics and Financial Disclosure); and,
- c. The State of Texas Statement of Residency Requirements (Tex. Govt. Code Chapter 2252, “Contracts with Governmental Entity”).

PLEASE COMPLETE THE FORM, IN ITS ENTIRETY, AND SUBMIT IT WITH THE OFFICIAL BID OR PROPOSAL FORM. 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, 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.

Revised: 06/24/2016

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Bidder's email address

Email Address:

STATEMENT OF RESIDENCY

Texas Government 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.

Texas Government 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 most recent edition 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

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

projects receiving federal funding, whether in whole or in part.

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

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 OFFICERS

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

Name _____
Officer _____ Address _____

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

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

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

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

Email Address:

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

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

10% Owner(s) 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

10% Owner(s) 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.

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM
OPTIONAL: TAX APPEAL INFORMATION**

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

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

Status of Appeal [*DESCRIBE*]:

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

REQUIRED: UNSWORN DECLARATION

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

Preparer's Signature

Date

Printed name

Title

NOTE: This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code.

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EXHIBIT C – OWNERSHIP INFORMATION FORMS

Submission of a false government and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

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EXHIBIT D – DRUG DETECTION AND DETERRENCE PROCEDURES

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

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EXHIBIT D – DRUG DETECTION AND DETERRENCE PROCEDURES

ATTACHMENT A - 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

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT D – DRUG DETECTION AND DETERRENCE PROCEDURES

ATTACHMENT B – DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor)

 (Name of Company)

Have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____,
 19_____.

_____A written Drug Free Workplace Policy has been implemented and employees notified. The policy Initials meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____Written drug testing procedures have been implemented in conformity with the Mayor's Drug Initials Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____Collection/testing has been conducted in compliance with federal Health and Human Services Initials (HHS) guidelines.

_____Appropriate safety impact positions have been designated for employee positions performing on Initials the City of Houston contract. The number of employees on safety impact positions during this reporting period is_____.

_____From _____ to _____ the following testing has occurred:
 Initials (start date) (end date)

	Random	Reasonable Suspicion	Post Accident	Total
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent Initials with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT D – DRUG DETECTION AND DETERRENCE PROCEDURES

Title

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT D – DRUG DETECTION AND DETERRENCE PROCEDURES

ATTACHMENT “C”

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

ATTACHMENT “D”

I _____ as an owner or officer of
(NAME) (PRINT/TYPE)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT E – PAY OR PLAY ACKNOWLEDGEMENT FORM



**City of Houston
Pay or Play Program Requirements**



I. Pay or Play Program Overview

A. Purpose

The Pay or Play Program was established with Ordinance 2007-534 on July 1, 2007 and is governed by Executive Order 1-7. The Pay or Play Program (POP Program) creates a more level playing field and enhances fairness in the bid process between competing contractors that choose to offer health benefits to their workforce and those who do not. The program also recognizes and accounts for the fact that there are cost associated with health care of the uninsured citizens of the Houston and Harris County area.

B. Program Elements

1. Covered contracts:

- I.) Advertised after July 1, 2007 or which is executed on or after the effective date of this Executive Order.
- II.) Contracts valued at or above \$100,000.00 (contract) and \$200,000.00 (sub-contract) including contingencies, amendments, supplemental terms and/or change orders.
- III.) Professional Service, Construction, and Service type contracts.

2. Contracts not covered:

- I.) Any contract in which the primary purpose is procurement of property, goods, supplies, and or equipment.
- II.) An inter-governmental contract, inter-governmental agreement or purchasing cooperative.

3. Covered employees: This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.

4. Pay or Play Option:

- I.) "Pays" by contributing \$1.00 per covered employee per regular hour for work performed under the contract with the City; or
- II.) "Plays" by providing health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The **employer will contribute no less than \$150 per covered employee per month** toward the total premium cost.
 - The **employee contribution, if any amount, will be no greater than 50% of the monthly premium cost and no more than \$150 per month.**

****Note: (1)A contractor is deemed to have complied with section 5.4 of E.O. 1-7 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. (2) If applicable the contractor has the option to both Pay and Play.***

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT E – PAY OR PLAY ACKNOWLEDGEMENT FORM



**City of Houston
Pay or Play Program Requirements**



- 5. Exemptions/Waivers:** The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver (Form POP-4 requested by City departments only).
- 6. Administration:** Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Business Opportunity (OBO) has administrative oversight of the program, including audit responsibilities (department compliance). Questions about the program should be referred to the Department POP Liaison an updated contact list is available on <http://www.houstontx.gov/obo/popforms.html> or call Gracie Orr with the Office of Business Opportunity at 832-393-0633.

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the bid/proposal.

- 1.) City of Houston Pay or Play Program Acknowledgment Form (Form POP-1) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:

- 1.) Certification of Compliance with Pay or Play Program (Form POP-2)

****Note - Contractors that opt to "play" must provide proof of coverage, including document from insurance provider, and names of covered employees.***

- 2.) List of Subcontractors (Form POP-3)

****Note- Review the affidavit statement at the bottom of this form for further important POP Compliance information.***

C. Contractors reporting requirements:

- 1.) Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)
- 2.) Contractors that opt to Play
Provide periodic reports to the contract administrator showing proof of coverage (insurance premium invoice or insurance card) reporting schedule will be determined by administering department based on length of contract. (Form POP-7)

GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022

EXHIBIT E – PAY OR PLAY ACKNOWLEDGEMENT FORM



City of Houston
Pay or Play Program Requirements



3.) Employee Waiver Request

Contractor may request POP program waiver by submitting the request on POP-8 if the employee is less than 18 years old, employee has other health coverage such as through spouse or parents, or Medicare/Medicaid.

****Note proof of coverage must be provided in the form of a copy of the employee's insurance card. (Remove social security numbers if applicable)***

- 4.) Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made out to the City of Houston preferably via cashier check or business check.

III. Compliance and Enforcement

The Office of Business Opportunity will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment. The Pay or Play Program Requirements Form and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/obo/popforms.html>

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT F – ANTI-COLLUSION STATEMENT

Anti-Collusion Statement

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

Date

Proposer Signature

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT G – CONFLICT OF INTEREST QUESTIONNAIRE

Document 00457

Conflict of Interest Questionnaire

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

(1) any contract discussions or negotiations begin, or

(2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

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

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT G – CONFLICT OF INTEREST QUESTIONNAIRE

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center">OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT H - RFQ STATEMENT OF QUALIFICATION/RFQ ADDENDUM ACKNOWLEDGEMENT

**RFQ Statement of Qualification / RFQ ADDENDUM ACKNOWLEDGEMENT
(TO BE INCLUDED IN ENVELOPE #2)**

[Respondent's Letterhead]

City of Houston
Houston Airport System – Addendum Acknowledgment

Respondent: _____

Date: _____

Buyer
Title
Strategic Procurement Division
901 Bagby, Suite B300
Houston, TX 77002

In response to the Request for Qualifications (RFQ) for the Design-Build of the Project dated _____, 2017, the undersigned hereby declares that I have carefully read and examined the response documents and hereby submit all elements of the STATEMENT OF QUALIFICATIONS as required in the subject Request for Qualifications. The undersigned Respondent acknowledges the right of HAS to waive informalities in the responses, to reject any or all responses submitted, and to re-advertise for responses. The undersigned acknowledges receipt and consideration of the following addenda to the response documents:

Addenda Number: _____ Dated: ____/____/____
Addenda Number: _____ Dated: ____/____/____
Addenda Number: _____ Dated: ____/____/____

I, the undersigned, certify that I have examined and am fully familiar with the response documents and that I have satisfied myself with the respect to any questions I had regarding the RFQ. I further certify and declare that the information stated in this response is true and correct. I declare under penalty of perjury under the laws of the State of Texas, that the foregoing is correct.

Respondent:

[Enter Legal Name of Respondent, Primary Address, and Responsible Response]

(Signature)
(Type or Print Name)
(Title)

Phone Number:
E-mail Address:
By: Respondent's Business Address

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT I – SURETY LETTER OF INTENT

**[SURETY LETTERHEAD]
[Respondent's Letterhead]**

City of Houston
Houston Airport System – SURETY LETTER OF INTENT

RESPONDENT: _____ DATE: _____

Buyer
Title
Strategic Procurement Division
901 Bagby, Suite B300
Houston, TX 77002

SURETY LETTER OF INTENT

Re: REQUEST FOR QUALIFICATIONS INFRASTRUCTURE FOR SPACEPORT DEVELOPMENT AT ELLINGTON AIRPORT (EFD)

Dear Madam:

Surety understands that Contract will be for a Not-To-Exceed amount of \$xxxxxxx with a Guaranteed Maximum Price to be established at the completion of Design Development documents. The Performance Bond and Payment Bond will be awarded for One Hundred Percent (100%) of the Contract Price.

By executing this letter, Surety acknowledges that it has reviewed the information in this letter and in the RFQ and, with knowledge of that information, intends to issue the required Proposal Guaranty to the Respondent, and should the Respondent be awarded the Contract, promptly deliver a Performance Bond and Payment Bond for 100% of the Not-To-Exceed amount.

(Signature)
(Type or Print Name)
(Title)

Phone Number:

E-mail Address:

By: Respondent's Business Address

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT J – REQUIRED SUBMITTAL CHECKLIST

Item #	SOQ Required Submittal Checklist	Check (√)
1.	Table of Contents	
2.	Introduction Letter	
3.	Executive Summary	
4.	Letter of Transmittal	
5.	Project Approach	
6.	Firm(s) Qualifications	
7.	Team Qualifications and Management Plan	
8.	Design and Pre-Construction/ Construction Phase	
9.	Project Controls	
10.	Financial Capabilities	
11.	Experience Modification Rate	
12.	OSHA Records	
13.	EXHIBIT A – Offer and Submittal	
14.	EXHIBIT B – Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status	
15.	EXHIBIT C – Consolidated Ownership Information Forms	
16.	EXHIBIT D – Drug Detection and Deterrence Procedures	
17.	EXHIBIT E – Pay or Play Acknowledgement Form	
18.	EXHIBIT F – Anti-Collusion Statement	
19.	EXHIBIT G – Conflict of Interest Questionnaire	
20.	EXHIBIT H – RFQ Statement of qualification/RFQ Addendum Acknowledgement	
21.	EXHIBIT I – Surety Letter of Intent	
22.	EXHIBIT J – Required Submittal Checklist	
23.	EXHIBIT K – Respondent Contact Directory Form	
24.	EXHIBIT L – Reference Verification Form	
25.	EXHIBIT M – Schedule of M/WBE Participation	
26.	EXHIBIT N – Minimum Required Experience	

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT K – RESPONDENT CONTACT DIRECTORY

RESPONDENT CONTACT DIRECTORY

NAME	POSITION/TITLE	MAILING ADDRESS	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.

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT L – REFERENCE VERIFICATION FORM

REFERENCES

- 1.1 Contractor must be able to demonstrate that they have 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 submittal 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 M – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

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.....					\$_____
M/WBE PARTICIPATION AMOUNT.....					\$_____%
TOTAL BID AMOUNT.....					\$_____

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

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

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

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT M – ATTACHMENT “B”: M/WBE LETTER OF INTENT

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

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 M – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS

GEORGE BUSH INTERNATIONAL AIRPORT (IAH) CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE RFQ NO.: H37-IAHCUP-2022-022

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 M – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

Report Period: _____

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	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

<p>Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.</p>	<p>Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7th Floor Houston, Texas 77002</p>
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**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT N – MINIMUM REQUIRED EXPERIENCE

MINIMUM REQUIRED EXPERIENCE

Verify all contacts prior to submittal. Do not leave any spaces blank. Responses such as “N/A” are not acceptable. If not applicable, state “Not Applicable” and explain why. If none, state “NONE.”

PROJECT AND TEAM INFORMATION	
Project Name:	
Project Location:	
Project Delivery Method (CMAR, Design-Build, etc.):	
OWNER INFORMATION	
Owner’s Name:	
Address:	
Contact (Name & Title):	
Telephone:	
Email:	

CONTRACT INFORMATION (TIME & COST)	
Project Start Date:	
Scheduled Completion Date:	
Actual Completion Date:	
Days Extended Due to Unexcused Delays:	
Base Contract Amount:	\$
Adjustment Due to Owner Requested Changes:	\$
Adjustment Due to Other Change Orders:	\$
Final (or Current if Incomplete) Change Amount:	\$

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT N – MINIMUM REQUIRED EXPERIENCE

GENERAL PROJECT DETAILS	
Was the Project for a Public Owner? (Yes or No):	
Were major sub-contractors contracted before Design completion? (Yes or No):	

COMPARABLE PROJECT COMPONENTS (AIRPORT AND NON-AIRPORT): Did the project include the following (YES/ NO)	
A final price that was the less than or the same as the bid amount	
Underground (live and operational) utility relocation	
Work around and / or connecting to existing operational / occupied space	
Energy Savings (Life Cycle Cost Analysis)	

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT O – RFP COST PROPOSAL FORM

**EXHIBIT O
RFP COST PROPOSAL FORM**

To be provided in Step 2 Request for Proposal

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT P – TECHNICAL PROPOSAL FORM / RFP ADDENDUM ACKNOWLEDGMENT

TECHNICAL PROPOSAL FORM / RFP ADDENDUM ACKNOWLEDGMENT

[Respondent's Letterhead]

City of Houston

Houston Airport System – Technical Proposal Form / RFP Addendum Acknowledgment

RESPONDENT: _____ Date: _____

Buyer

Title

Strategic Procurement Division

901 Bagby, Suite B300

Houston, TX 77002

In Response to the Request for Proposals (RFP) for the Contract Scope of Services for the Project dated _____, 2017, the undersigned hereby declares that I have carefully read and examined the proposal documents and hereby propose to perform and complete the work as required in Contract Documents. Attached hereto is the completed and signed TECHNICAL PROPOSAL and COST PROPOSAL for this RFP.

The undersigned agrees that this COST PROPOSAL constitutes a valid offer to perform and complete the Contract described above, which cannot be withdrawn for one hundred eighty (180) consecutive calendar days from the due date of this COST PROPOSAL.

The undersigned agrees to provide HAS with a signed copy of the conformed Contract within 5 days of being informed by HAS of the Recommendation For Award of the Contract and provided with a hard copy of the conformed Contract either by mail or e-mail.

The undersigned agrees to appear at 18600 Lee Road, Humble, TX 77338 at any time within ten (10) consecutive calendar days from the date of written notice of the Phase 1 Preconstruction and Design Services award from HAS to do so, mailed or e-mailed to the business address of the Respondent and at that time the Respondent shall; 1) furnish the required Performance and Payment Bonds and 2) furnish the required insurance documents.

The undersigned Respondent acknowledges the right of HAS to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

I, the undersigned, certify that I have examined and am fully familiar with the proposal documents and that I have satisfied myself with the resolution of any questions I had regarding the RFP which could have in any way affected my understanding of the RFP's Scope of Work or my Proposed Price thereof. I further certify and declare that the information stated in the COST PROPOSAL is true and correct.

I declare under penalty of perjury under the laws of the State of Texas, that the foregoing is correct.

(Signature)

(Type or Print Name)

(Title)

Phone Number:

E-mail Address:

By: Respondent's Business Address

**GEORGE BUSH INTERNATIONAL AIRPORT (IAH)
CENTRAL UTILITIES PLANT (CUP) RENOVATION AND UPGRADE
RFQ NO.: H37-IAHCUP-2022-022**

EXHIBIT Q – CONTRACT EXCEPTION CHART

This Contract Exception Chart MUST be included with the proposal response or the proposal will not be considered. 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 <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 <u>3</u> years unless sooner terminated under this Agreement ("Initial Term").	Respondent's proposal will require 3 years to complete.

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

Explanation Box: Proposer 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 Proposer's revisions;
- Limitations, special conditions or deviations requested by Proposer;
- Additional descriptive information;
- Suggestions for services or features in addition to those requested by City of Houston; and
- Any matter that Proposer believes would be helpful to the City in reviewing the exceptio

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. PROPOSER SHALL INCLUDE THE EXACT LANGUAGE FROM THE RFP 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.

