



CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
REQUEST FOR QUALIFICATIONS (RFQ)
SOLICITATION NO.: Q-H37-MLITCMAR-2016-033
MICKEY LELAND INTERNATIONAL TERMINAL (MLIT)
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
AT GEORGE BUSH INTERCONTINENTAL AIRPORT (IAH)

Date Issued: April 22, 2016

Pre-Submittal Conference: May 5, 2016, 10:30 A.M., CDT
Humble Civic Center Arena
8233 Will Clayton Pkwy
Humble, TX 77338

Questions Deadline: May 10, 2016 @ 12:00 P.M., (Noon) CDT

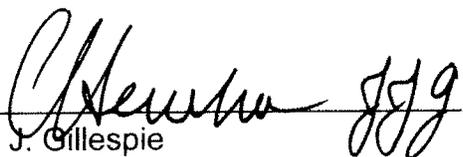
Solicitation Due Date: June 10, 2016 @ 10:00 A.M., CDT

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Project Summary: Provide Construction Manager at Risk (CMAR) Services for the new Mickey Leland International Terminal (MLIT) at George Bush Intercontinental Airport (IAH).

MWBE participation goal for Component 1 (Pre-Construction), Phase 1 of the Agreement is 10%

NIGP Code: 90903 & 90910


John J. Gillespie
Chief Procurement Officer
City of Houston

4/22/2016
Date

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PART I – GENERAL INFORMATION

1.0 GENERAL INFORMATION

The City of Houston (City), Houston Airport System (HAS), invites interested firms to submit Statements of Qualifications (SOQ) in accordance with Texas Government Code Chapter 2269 for Construction Manager at Risk (CMAR) to provide CMAR services for the Mickey Leland International Terminal (MLIT) at George Bush Intercontinental Airport (IAH). This is a Two-Step process.

The City is soliciting SOQs from Design Consultant teams and/or joint ventures for the design of the new Mickey Leland International Terminal (MLIT). The City is seeking a project team approach to design with a focus and commitment to achieving design and construction excellence. The CMAR procurement delivery process allows the owner to choose a Construction Manager at Risk concurrent with the Design Consultant for the MLIT. The CMAR will provide preconstruction services while the design is being prepared. Subsequently, the CMAR will negotiate a Guaranteed Maximum Price (GMP) for the construction phase of the work. A Construction Management at Risk project delivery method will expedite the project to market and can also strengthen coordination between the Design Consultant and the CMAR. The collaborative effort between the Owner, the CMAR and the Design Consultant will create enhanced synergies throughout delivery of the Project. The successful CMAR will assemble a team that is experienced and technically proficient to work collaboratively with HAS staff, other consultants, and stakeholders. The Estimated Cost of Work: \$472,700,000.

NOTE: Fees or pricing shall not be submitted in response to STEP ONE of this RFQ, as defined by Texas Government Code 2269 for a Two-Step CMAR selection process. If fees, prices or cost are included in Step one of this RFQ, the Response will be deemed non-responsive.

2.0 PROGRAM BACKGROUND

2.1 Program Background

2.1.1 The HAS has identified a significant need for the development of additional facilities at IAH to handle aircraft, passengers, and cargo departing to and arriving from, domestic and international destinations on scheduled and chartered flights.

2.1.2 To support the airlines' growth plans in Houston, HAS and airlines will complete a major capital improvement program, known as the IAH Terminal Redevelopment Program (ITRP) and hereinafter referred as the "Program", that will include constructing a new 11-gate concourse (New Terminal C North currently under construction) undertaken by United Airlines (UA) and reconstructing and integrating the existing Terminal C North and Terminal D into a new single common-use international facility – the Mickey Leland International Terminal (MLIT), known as the "Project" undertaken by HAS. This Scope of Services is focused on pre-construction and construction phased services for the new MLIT.

2.2 MLIT 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 CMAR will embrace the following HAS core values as they relate to the MLIT planning, design and 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.
 - 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, aesthetics, and long-term operability.
- 2.2.4 To support the HAS Mission and Core Values, the Project design will adhere to the following overarching themes:
- 1. **Convenient**, simple, functional, and intuitive for the entire passenger experience;
 - 2. **Flexible** design to safeguard for innovation and changes to technology, operations, and security;
 - 3. **Technology-enabled** for automated processing and customer convenience;
 - 4. Creating a **sense of place** reflective of the Houston community and environment;
 - 5. **Contemporary** and timeless design with use of natural light for an open, expansive feel;
 - 6. **Modular** features that enable off-site construction in controlled environments with on-site assembly to expedite construction, reduce material waste, control quality, and enable easier interior updates;
 - 7. **Maintainable** facilities and systems that consider whole-life cycle costing; and,
 - 8. **Sustainable** and energy efficient.

2.3 MLIT Planning Objectives

- 2.3.1 The MLIT Program Definition Manual, dated December 2014, outlines the program background, existing conditions, program requirements, development plan, conceptual design criteria and program phasing to be validated by the Design Consultant and Construction Manager at Risk (CMAR). During the program definition process, the HAS planning team generated guidelines and objectives through several sources, including interviews with HAS staff, workshops, and discussions with airport stakeholders. These sources guided the planning and subsequent design efforts for the MLIT as documented in the MLIT Program Definition Manual.

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2.3.2 The MLIT design shall address the following key planning objectives as stated in the MLIT Program Definition Manual:

1. Provide additional international gate capacity within the Project site.
2. Provide a high level of customer service.
3. Meet airline requirements for contact gates and passenger processing facilities.
4. Replace aging infrastructure, ensuring a focus on the maintainability and total cost of ownership of new assets.
5. Develop a terminal facility that utilizes space efficiently.
6. Develop a terminal facility that maximizes concession revenue opportunities.
7. Increase opportunities for non-airline revenue sources.
8. Maximize airside envelope to establish flexible and high gate utilization.
9. Maintain existing operations and number of wide-body gates during construction phasing.

2.3.3 Additional considerations include the following:

1. Plan for the complete passenger experience from drop-off through customs and baggage collection with clear Wayfinding and physical flow that enables a simple and clear operation
2. Address passenger needs for 24/7 operation that include available concessions, sleep pods, comfortable lounge-type seating
3. Consider pay-per-use club with services that may include a spa with shower facility
4. Connection point between arrivals to the Federal Inspection Services facility must be seamless
5. Design the terminal facility with adequate and functional support for back-of-house operations including maintenance and equipment room space
6. Plan for concessions logistics – consider how materials and deliveries move through the facility from the loading dock to designated spaces, away from the passengers and within a back of house environment; plan for centralized storage for concessions
7. Consolidate operational spaces to support an efficient operation
8. Design the facility to both integrate art within the terminal design elements and to consider placement of art when planning facility interiors
9. Integrate advertising with the art program; plan for retail and commercial advertising to fit within the design
10. Plan for the modern passenger, including mobile device charging stations
11. Design for a tight building envelope that is properly sealed with energy efficient materials and glazing
12. Consider the passenger's luggage needs to enable unencumbered shopping and relaxation

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2.4 International Customer Research

- 2.4.1 To develop a deep understanding of the international customer hierarchy of needs in support of the Project, HAS conducted a series of focus groups to inform a conjoint analysis. Focus groups of business and leisure travelers were comprised of both US residents traveling internationally, as well as departing international travelers in the following regions: Mexico, Europe, Asia, and the Middle East.
- 2.4.2 The report describing a list of airport amenities and features to be considered as part of the Project design will be available to firms shortlisted for interviews as part of the MLIT Design Consultant solicitation process.

2.5 Owner Controlled Insurance Program (OCIP)

- 2.5.1 HAS is currently evaluating the appropriateness of an OCIP for the ITRP. In order to ascertain the financial feasibility of the program, HAS is requesting the insurance cost (Worker's Compensation, General and Excess Liability and Builder's Risk) the CMAR would apply to a Cost of Work valued at \$472,700,000.

3.0 SCHEDULE

- 3.1 The City may hold interviews for the benefit of clarifying response(s). 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 the 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 SPD website: <http://purchasing.houstontx.gov> via Letter(s) of Clarification.

Description	Scheduled Date
Date of RFQ	4/22/2016
Pre-Submittal Conference	05/05/2016
Questions from Respondents Due to City	05/10/2016
Submittals (Step One) Due from Respondents	06/10/2016
Notification of Shortlisted Firms (Estimated)	07/01/2016
Oral Presentations/Interviews (Step Two) (Estimated)	07/19/2016
Price Proposal (Step Two) Due	07/20/2016
Council Agenda Date (Estimated)	09/21/2016
Contract Start Date (Estimated)	10/04/2016

PART II – SCOPE OF SERVICES

5.0 SCOPE OF SERVICES

5.1 Project Description

5.1.1 The following summarizes the general and specific scope of services for the CMAR Services for the MLIT. A complete MLIT Program Definition Manual and IAH Utilities Master Plan is available to proposers on the Fly2Houston website (www.fly2houston.com/TDBusiness). The MLIT project scope elements will include a new terminal facility planned to be designed and constructed in phases while the existing Terminal D is decommissioned and demolished in phases. The Work is comprised of international passenger services and support facilities, including ticketing check-in, holdrooms, baggage handling and claim areas, passenger and baggage screening, passenger amenities, customer service areas, and non-airline facility support space. Please see Attachment “A” Scope of Services for the complete Project Description.

5.2 The Two-Phase Construction Manager at Risk Contract

The CMAR will perform pre-construction and construction services for this Project under a Two-Phase Construction Manager at Risk delivery method. The two phases consist of:

5.2.1 Phase 1 - Pre-Construction: This phase will commence shortly after award of the Contract upon issuance of a Phase 1 - Pre-Construction Notice to Proceed (NTP) by HAS and includes a Lump Sum for the Pre-Construction Services. The culmination of Phase 1 will result in a Guaranteed Maximum Price (GMP).

5.2.2 Phase 2 - Construction: The Notice to Proceed for Phase 2 – Construction Notice to Proceed is constrained by the requirement to establish a Guaranteed Maximum Price (GMP) for the Project. Therefore, Phase 2 will commence only upon issuance of a Phase 2 - Construction NTP by HAS and will be completed in accordance with the scope of work.

5.2.3 HAS reserves the right not to issue an NTP for the Phase 2 portion of the work to the CMAR and to pursue other procurement alternatives. If HAS pursues such a course of action and does not issue the Phase 2 NTP to the CMAR, and terminates the Contract, HAS will own all work products in electronic and physically provided formats developed in Phase 1. At the discretion of HAS, the CMAR shall execute an assignment to HAS of all of its contracts with subcontractors for any remaining work to be performed on Phase 1.

PART III - EVALUATION and SELECTION PROCESS

6.0 EVALUATION AND SELECTION PROCESS

6.1 Submittal of a Step One SOQ in response to this RFQ indicates Respondent's acceptance of the evaluation process and the evaluation criteria described herein. If Respondent is invited to submit a Proposal in Step Two of this process, Respondent accepts the evaluation judgment of the evaluation panel.

6.2 Responses will be evaluated by an Evaluation Committee consisting of City of Houston personnel. The Evaluation Committee may include non-voting, non-City personnel to observe the process. Evaluation will be based on the evaluation criteria contained herein.

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- 6.3 The City reserves the right in its sole discretion to **(Step ONE)**:
- 1) accept and qualify up to five Step One SOQ's that the City determines to be the most highly qualified provider of Construction Manager At Risk (CMAR) services based on criteria set forth in this RFQ;
 - 2) invite the qualified firms to participate in the Step Two proposal submittal process;
 - 3) grant an award for any or all of the Construction Management at Risk services described in Scope of Services and;
 - 4) reissue a Request for Qualifications for all or part of this Two-Step Construction Manager at Risk RFQ.
 - 5) withhold the award for any reason it may determine, in its sole discretion, and to waive or decline any technicalities or irregularities in any Step One SOQ.
- 6.4 All **Step ONE** SOQs must remain open for 180 days from the SOQ due date pending acceptance by HAS.
- 6.5 CMAR services will be procured in accordance with all applicable laws pertaining to CMAR services and the terms, conditions and requirement set forth in this Two-Step RFQ. The Evaluation Committee will evaluate and determine the SOQ submittals deemed qualified to participate in Step Two.
- 6.6 The City reserves the right in its sole discretion to **(Step TWO)**:
- 1) reject any and all Step TWO proposals;
 - 2) negotiate changes in the scope of the work or services to be provided;
 - 3) withhold the award for any reason it may determine, in its sole discretion, and to waive or decline any technicalities or irregularities in any Step Two Proposal.
- 6.7 All **Step TWO** Proposal submittals must remain open for 180 days from the Step Two Proposal due date pending acceptance by HAS.
- 6.8 Fees or pricing shall not be submitted in Response to Step One of this RFQ, as defined by Texas Government Code 2269 for a Two-Step CMAR selection process. If fees, prices or cost are included in Step one of this RFQ, the Response will be deemed non-responsive.
- 6.9 The award of the contract will be made to the Respondent offering the response which best meets the needs of the City. The City reserves the right to reject any offer if the qualifications submitted fails to satisfy the City that the Respondent is properly qualified to provide the services contemplated as specified.
- 6.10 The City reserves the right to request clarifying information from and ask additional questions of any individual Respondent at any time during the evaluation process. The City reserves the right to check references on any projects performed by the respondent whether provided by the Respondent or known by the City.
- 6.11 The procedure to be used in the MLIT CMAR selection process is described in the following steps:
- 6.11.1 **RFQ Scoring Process:**
- 6.11.1.1 Evaluation committee members shall review the Evaluation Committee Guidelines and sign Nondisclosure Agreements before receipt of submittals.

- 6.11.1.2 The team leader shall review all submittals to determine if they are responsive and that the respondent is responsible. If the team leader believes any of the submittals are not responsive or responsible, he or she shall consult with the Chief Procurement Officer. Any nonresponsive or nonresponsible submittals shall be withheld from the evaluation committee by the team leader. The team leader shall distribute the submittals to evaluation committee members along with a scoring matrix for the procurement. Each committee member shall be assigned a letter or a number to use for the scoring form; individual names will not be attributed to the individual scoring forms. Each evaluation committee member will independently review the submittal and score each criteria (sub-criterion) against the total number of points allocated for that criteria. Only evaluation committee members have voting rights; observers do not vote.
- 6.11.1.3 At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each submittal. **Each submittal will be evaluated on its own merits, not compared to others.** Committee members may revise their scores—up or down—based on observations made by other members or observers.
- 6.11.1.4 If oral interviews are held, the expectation is that the Respondents will explain to the evaluation committee why their team is the best qualified for the Project. In preparation for the interview session, the short-listed firms may be provided, in advance, with a list of questions that will be asked of all short-listed firms. In addition to the standard questions, individual committee members may ask questions specific to a particular submittal/proposal. If oral interviews are held, the committee members shall convene and discuss their impressions immediately following each interview, if possible. If the discussion must occur later, it should occur as soon as practicable thereafter. The discussion shall focus on strengths, weakness, and any new observations the committee may have on the particular vendor as applied to the criteria set forth in the solicitation. After discussion, the committee members shall update their scores for each criterion and record their updated scores on the scoring matrix (even if any member does not change the score on any criteria, he or she shall enter the final score on the matrix) based on the Respondents explanation regarding its qualification for the Project and responses to interview questions (both standard questions and questions specific to the submittal/proposal, if any). The team leader shall collect the scoring matrices.
- 6.11.1.5 After all scores have been updated, the proposals/submittals shall be ranked in order of the scores from greatest to least.
- 6.11.1.6 The team leader shall document the rationale for the committee's recommendation. The summary of the process shall be circulated to all committee members for their input and ultimate approval.
- 6.11.2 **Step ONE of the selection process shall consist of the following two (2) Parts: PART A / PART B:**
- 6.11.2.1 PART A – Administrative Requirements
- 6.11.2.2 **The Respondent shall complete all the City Required Forms located in PART VII – CITY REQUIRED DOCUMENTS AND ATTACHMENTS. The Respondent shall not delete, modify or supplement the printed matter on the City-Required Forms.**
- 6.11.2.3 PART B – Statement of Qualifications
- 6.11.2.4 SOQs from Respondents responding to the RFQ will be reviewed and evaluated. **Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services for HAS as it relates to the requirements of this RFQ. The SOQ shall follow the format as indicated in Section 10.0 STATEMENT OF QUALIFICATIONS OUTLINE AND MINIMUM CONTENT REQUIREMENTS.**

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- 6.11.2.5 This review will be performed by a committee of HAS and other City employees appointed by the HAS Airport Director and the City's CPO. The Evaluation Committee will score and rank the Respondents based on the criteria listed in Section 7.0 and as further described throughout this RFQ.
- 6.11.3 **Notification of Shortlisted Respondents (Step ONE):**
- 6.11.3.1 **Upon completion of the SOQ evaluation process, the City reserves the right to develop a list of the most qualified Respondents who will be invited to attend an Interview / Oral Presentation and to prepare a Price Proposal. The City will request additional information from proposers to present at this time. If this step is used, the firm's designated Key Personnel will be expected to play a significant roles in the interview(s).**
- 6.11.3.2 Respondents will be notified in writing of the date/time and location of their interview if they have been chosen for further consideration.
- 6.11.4 **Step TWO of the selection process: PART C – INTERVIEW / ORAL PRESENTATION (Invitation Only)**
- 6.11.4.1 The City will provide a written invitation to attend an Interview to the qualified Shortlisted Respondents with detailed instructions, an agenda (to include questions, time limits, expectations, etc.), location and time for each invited Proposer to attend the Interview. Technical Qualification Proposal Scores will not be disclosed to Respondents prior to the interview.
- 6.11.4.2 Shortlisted Respondents will be limited to Key Personnel, not to exceed six (6) in the interview and will be permitted to present a maximum of a 20-page handout to the Evaluation Committee.
- 6.11.4.3 Interview Score
- 6.11.4.4 Interviews will be rated independently by members of the Evaluation Committee on how well the Proposer responded to each of the Interview criteria identified herein. The scores for each sub-category will be totaled to determine the Interview Score for each Firm's proposal.
- 6.11.4.5 After the oral presentations/interviews are completed, a final ranking will be established by the Evaluation Committee.
- 6.11.5 **PART D – PRICE PROPOSAL (STEP-2)**
- 6.11.5.1 The Proposer shall complete all the Price Proposal Forms enclosed herein as ATTACHMENT D - PART D – PRICE PROPOSAL FORMS, and shall initial any and all interlineations, alterations or erasures in its submittals. The Proposer shall not delete, modify or supplement the printed matter on the Price Proposal Forms, or make substitutions thereon.
- 6.11.5.2 The City is requesting Shortlisted Proposers to submit their sealed Price Proposals including the required Bid Bond. The Price Proposal shall be submitted in a separated sealed envelope identified as **PART D – Price Proposal and Bid Bond.**
- 6.11.5.3 All blank spaces in the Price Proposal must be properly filled in, and the description of a line item must not be changed. Modifications are not permitted. Any space left blank, any unauthorized addition, change, condition, limitation or provision attached to the Price Proposal may render it non-responsive and may cause its rejection by HAS. Alterations by erasure or interlineations must be explained or noted on the Price Proposal over the signature of the Proposer. No post-submittal modification of a Price Proposal will be considered.

A. Opening the Sealed Price Proposals and Evaluation

The City will open only the sealed Price Proposals from Shortlisted requested proposers and the best value will be evaluated in accordance with Texas Government Code 2269.

B. Definition of Price Terms

1. Estimated Cost of Work

Estimated Cost of Work as defined by the Contract Documents herein. Estimated Cost of Work does not include allowances. \$472,700,000

2. Pre-Construction Services Price (Phase 1)

Pre-construction services provided by the CMAR during Phase 1, as defined in the Contract Documents. The Pre-Construction Price shall also include as separate line items, the Bond and Insurance Cost.

3. CMAR Fee Percentage and Price

The CMAR Fee is defined in the Contract Documents.

4. Surety Letter

\$695,000,000

C. Best Value

The City shall select the Proposer that submits the proposal that offers the best value for HAS based on the evaluation criteria and scores.

6.11.6 After Step TWO (with or without presentations/interviews as determined by the City), the City will commence contract negotiations with the most qualified Respondent(s) based upon the sample contract attached to this RFQ. As part of its Step TWO submittal, Respondent shall provide the City with any comments, as described in Section 20.5, it has regarding the sample contract. If negotiations result in agreement, the proposed contract will be submitted to the City Council for approval.

6.11.7 Notwithstanding the foregoing, the City makes no representation that an award will be made as a result of this RFQ. The City reserves the right to award a contract for all or any portion of the project requirements addressed in this RFQ, award multiple contracts, or to reject any and all responses if deemed to be in the best interest of the City and to re-advertise. Also, the City reserves the right to waive any formalities or technical inconsistencies, or delete any requirements from this RFQ when deemed by the City to be in its best interest.

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

7.0 EVALUATION and SELECTION CRITERIA

7.1 EVALUATION SUMMARY

7.1.1 Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. Submittals from Respondents that meet the Minimum Qualifications will be evaluated. HAS, at its sole discretion may choose to develop a shortlist of Respondents for further consideration. Shortlisted Respondents may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to HAS. At the end of the

oral presentation and/or interview, the evaluation of the shortlisted Respondents will be completed. The oral presentations and/or interview may be recorded and/or videotaped.

7.2 SELECTION PROCESS

7.2.1 The award of a contract(s) will be made to the Respondent(s) offering the response which best meets the needs of HAS. The City may make investigations, as it deems necessary, to determine the capabilities of the Respondent(s) to create, modify and implement the required Scope of Services. The Respondent(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any SOQ if the Qualifications submitted fails to satisfy HAS that the Respondent is properly qualified to provide the services contemplated as specified.

7.2.2 The selection of the CMAR Team(s) for the MLIT will be based on evaluating the following:

- a) Project Approach and CMAR Team
- b) Firm(s) Qualifications
- c) Team Qualifications and Management Plan
- d) Pre-Construction and Construction Phase Services
- e) Project Controls

The following criteria will be used in the evaluation to assess and document the degree to which the Statements of Qualifications submitted meets that criterion and the requirements contained in the MLIT CMAR scope.

7.3 New Airport Terminal and CMAR Experience (Minimum Experience Requirements) (Pass/ Fail)

1. Airport Experience. Respondent must have provided services as Prime or JV Partnership on a minimum of two (2) major operating airport terminal projects, in excess of \$400MM in contract value that obtained final completion within the last ten (10) years.
2. CMAR Experience (Projects may be the same as those submitted for Airport Experience). Respondent must also have experience as Prime or JV Partnership on a CMAR delivery project, in excess of \$200MM in contract value that obtained final completion in the last 10 years.
3. The above Airport and CMAR experience must be validated in letters by project Owners.
4. Proposer must pass the above criteria in order for technical qualifications proposal and interview to be evaluated by Evaluation Committee. Respondents that fail to meet either criteria 1 or 2 will be removed from further consideration and no further scoring of their submittal will take place.

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7.4 Evaluation Criteria and Scores

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

Evaluation Criteria	Max Score
Project Approach and CMAR Team	30
Firm(s) Qualifications	20
Team Qualifications and Management Plan	20
Pre-Construction and Construction Phase Services	15
Project Controls	15
Total	100
New Airport Terminal and CMAR Experience (Minimum Experience Requirements)	Pass/Fail
Financial Capabilities	Pass/Fail
MWBE Compliance	Pass/Fail
Experience Modification Ratio	Pass/Fail
OSHA Records	Pass/Fail

7.5 Project Approach and CMAR Team (30 points)

1. Describe your approach to managing an OCIP on this Project. (5 points)
 - a. Describe your approach to implement a Health and Safety culture and establishment of a behavioral safety program among the workforce.
2. Outline your management tools, strategies and methodologies that will enable successful delivery of the Project including any key assumptions, exclusions, constraints and opportunities to be realized. (15 points)
 - a. Describe your experience on a construction project that had an Owner's Design to Budget Process and how you ensured it was maintained.
 - b. Detail any important interfaces for the Project and detail how you propose to manage those interfaces.
 - c. Describe your approach to innovative methods for construction that can be applied to this Project.
 - d. What tools does the Proposer use for risk management. Show how they are implemented and used. Identify any risk and opportunities and explain how they may affect the Project.

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- e. Describe your experience in modular off-site construction in controlled environments to expedite construction and how you will bring that knowledge and experience to this Project.
 - f. Outline how the Work will be delivered within the constraints of an operational airport environment.
 - g. Provide your strategy for procurement of any long-lead items.
 - h. Describe proposer's experience with building information modeling (BIM) and how BIM has benefited the program delivery.
 - i. Describe your experience in providing sustainable and energy efficient solutions to large infrastructure projects.
 - j. Describe your approach to conflict and dispute avoidance and resolution plus the management of contractual conflicts.
3. Describe proposer's quality management program. (5 points)
- a. Explain methods used to ensure quality assurance/control during the Project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to this solicitation.
 - b. Describe how proposer's quality management team will measure the quality of construction performed by subcontractors and how non-conforming work will be addressed.
4. Describe the main technical challenges you anticipate in the Project and how you propose to manage them. (5 points)

7.6 Firm (s) Qualifications (20 Points)

1. Provide a description of a minimum of three (3) and a maximum of five (5) projects performed by your firm and/or team member that are similar in type, scope, cost and magnitude to the MLIT Project, especially at operating airports, large public projects or large private projects. Respondents may use the same projects as submitted in the Pass/Fail requirement. (10 points)
 - a. 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.
 - b. Provide a list of all Key Personnel who worked on each project.
 - c. Provide a list of all major (ACI top 100 passengers) airport clients in the last ten (10) years.
2. Explain your organization structure and why it has the necessary expertise and resources to execute a project of this scope. If a JV Partnership or significant subcontractor is proposed, provide: (10 points):
 - a. Explain why your firms decided to partner.
 - b. Your previous relationship history of working together.
 - c. The strength each key firm brings to this relationship.

7.7 Team Qualifications and Management Plan (20 Points)

1. Respondent shall submit a list identifying (10 points):
 - a. The Key Personnel on the proposed team, including organizational chart.

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- b. A description of the role each Key Personnel will perform during the Preconstruction and Construction phases of the Project (at a minimum, safety, quality, executive management, construction management, contract management and project controls).
 - c. 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.
 - d. Provide a resume for each key person demonstrating their qualifications and experience to perform the roles defined in the above defined Project Approach, above. Resumes shall include a description of training and experience in their respective areas of expertise, including their education, professional licensing, airport experience, specific CMAR experience, and other work experience over a minimum of ten (10) years. Resumes shall indicate whether each person has previously worked with members of the proposed team on similar projects. (6 points)
 - e. For the Respondent's project manager, preconstruction/construction manager and project controls manager (or equivalents), provide a 1-page summary describing how each individual has experience working together as a project leadership team on previous projects; describe roles and interaction with the client and design consultant.
2. Staff Management Plan (10 points)
- a. Describe the organization of the proposer's team including an organization chart for both Preconstruction Phase Services and Construction Phase Services.
 - b. Provide a management and staffing plan in a table format that lists all of the project tasks and proposed team member names to each project task and their level of responsibility for each task (Use the form in Attachment J – Resource-Loaded Staffing Plan). The management and staffing plan must indicate all Key Personnel required to implement the Preconstruction documents as well as Key Personnel required for the construction phase.

7.8 Preconstruction and Construction Phase Services (15 Points)

1. Describe proposer's concepts for working in a one team relationship with Design Consultant and HAS. (6 points)
 - a. Describe how the Proposer's involvement in the design phase affected the outcome of the project with regard to quality, constructability, safety, cost and schedule.
2. Describe proposer's process for developing project specific phasing, logistics and work plan. (4 points)
 - a. Describe your proposed method, using examples, of how you have influenced design to ensure safety in construction.
 - b. For construction planning, describe Proposer's recommendations of the composition, sequence, and timing of bid packages in order to meet the Project Schedule.
 - c. Describe proposer's perception of critical construction issues for this Project and strategy for mitigating risks.
 - d. Describe proposer's plan to phase construction and demolition of existing structures to minimize impact to airport operations.

- e. Describe proposer's ability and plan to self-perform work on this Project.
- 3. Describe the Proposer's commissioning and turn-over management experience which includes coordination with third-party Commissioning Authority. Include your approach to system testing, commissioning and activation, plus Project closeout, including the handover of record documentation. (3 points)
- 4. Describe proposer's methods for advertising, prequalifying subcontractors, receiving proposals, and awarding contracts to subcontractors on this Project. (2 points)
 - a. Describe your approach to evaluate subcontractors and provide examples of your Team's experience with local subcontractors.

7.9 Project Controls (15 Points)

- 1. The City intends to accept a Guaranteed Maximum Price (GMP) proposal prior to completion of Design Development Documents (at 60% design stage). Describe proposer's process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all City requirements with reasonable contingencies. (5 points)
- 2. Provide a preliminary schedule for the Project (including preconstruction/design, procurement, deconstruction of existing terminal, construction, commissioning and activation phases) based on the MLIT PDM. (5 points)
 - a. Describe how proposer will develop, maintain, and update the Project schedule during preconstruction.
 - b. Describe proposer's approach to assuring timely completion of this Project, including methods for float creation and schedule recovery, if necessary. For any projects referenced, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
- 3. Describe detailed construction cost estimating methods, including historical benchmarking data that will be used to ensure Design to Budget compliance through the Preconstruction Phase. (5 points)
 - a. Describe how innovative work practices, innovative use of technologies, and innovative techniques or cost reduction strategies could benefit HAS. Describe how the proposer's cost control process will ensure the executed GMP proposal will be within HAS's budget on this Project. Explain how one of these examples may be employed on this Project to provide a similar benefit to HAS.
 - b. Describe cost tracking and control methods during the preconstruction and construction phases. For any projects referenced, provide examples of how these techniques were used and the degree of accuracy achieved.

7.10 Financial Capabilities (Pass/Fail)

As referenced in SECTION 14 FINANCIAL CAPABILITIES, submit audited financial statements for the last two years. Provide evidence of ability to provide the required Surety Bond.

7.11 MWSBE Compliance (Pass/Fail)

As referenced in SECTION 16.0 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES (MWSBE) and City required documents listed as Exhibits, Attachments, and referenced in PART IV herein.

7.12 **Experience Modification Ratio (Pass/Fail)**

Respondent and if a Joint Venture, each member of the Joint Venture, must have an Experience Modification Ratio (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. 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.

7.13 **OSHA Records (Pass/Fail)**

Has the Respondent or any member of the Joint Venture received a citation from OSHA in excess of serious (i.e., willful violation) within the previous five (5) years? If yes, provide details.

7.14 **Interview/ Oral Presentation**

The committee may arrive at a short list of proposers. Proposers may be scheduled for a structured oral presentation and interview where they will be asked to present their interpretation and approach to accomplishing the Project's design concept based on information provided within the attached Scope of Services document and other referenced documents including the MLIT Program Definition Manual and IAH Utilities Master Plan. Shortlisted proposers will receive clarifying questions from the evaluation committee in advance of their presentation and interview. The evaluation criteria and scores described in the selection process will remain the same for the interview / oral presentation.

Please note that the City is not responsible for costs associated with oral presentation and interviews.

8.0 USE OF SUB-CONSULTANTS

8.1 It is expected that the prime CMAR firm will assemble a team of sub-consultants that provide an adequate range of systems, services and staffing to undertake the variety of assignments described in the Scope of Services. The resources and capabilities of each member of the sub-consultant team must be described in the Statement of Qualifications. The proposed team of sub-consultants will be reviewed by the City during the selection process.

PART IV – SUBMISSION OF RESPONSES

9.0 INSTRUCTION FOR SUBMITTALS

9.1 Number of Copies. Submit one (1) original (**marked Original**) signed in BLUE ink by an the authorized person that is binding the proposed Design Consultant Firm and ten (10) hard copies and ten (10) electronic copies (USB thumb drives) of its SOQ. Submittals are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of this RFQ document to:

Attention to: Chief Procurement Officer
Strategic Procurement Division
901 Bagby, Suite B300
Houston, Texas 77002

The City shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their submittal to the Strategic Procurement Division any time prior to the stated deadline.

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 by Letter of Clarification

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(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.

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

- 9.1.1 Submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and one (1) copy of Firms' Financial Statements.
- 9.1.2 NOTE: The word "**ORIGINAL**" shall be stamped on the outside cover and shall contain all of the original documents as specified;
- 9.1.3 All submittals must be labeled on the outside of the box with the Respondent's name and the name of the project. To enable the City to efficiently evaluate the SOQs, it is **MANDATORY** that Respondents follow the required format in preparing their Submittal.
- 9.2 **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.
- 9.3 **Format.** Submittal should be left-bound with information on both sides of the page when appropriate. 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.
- 9.4 **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.
- 9.5 **Packaging and Labeling.** The outside wrapping/envelope shall clearly indicate the RFQ Title and date and time for submittal. It shall also indicate the name of the respondent.
- 9.6 **Timely delivery of Submittals.** The Submittal must be delivered by hand or sent to the City of Houston, Strategic Procurement Division 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 Strategic Procurement Division 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.
- 9.7 **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.

10.0 STATEMENT OF QUALIFICATIONS OUTLINE AND MINIMUM CONTENT REQUIREMENTS

Each RFQ response shall be organized in the following order:

10.1 Outside Cover

This shall contain the name of the RFQ "**Q-H37-MLITCMAR-2016-033, MLIT Construction Manager At Risk (CMAR) Services**", the name of the Respondent, and the submittal date. Remember to label the original documents as "ORIGINAL" on the outside cover.

10.2 Table of Contents

10.3 **Team Introduction Letter**

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

10.4 **Executive Summary**

10.4.1 The Executive Summary is to provide an overview of the qualifications to accomplish the project inclusive of a narrative statement of the Respondent's understanding of the project and key points in their Statement Qualifications. At a minimum, the Executive Summary must contain the following information:

10.4.2 Complete legal name of the Respondent, the name of the legal entities that comprise the Respondent, and all proposed sub-consultants. The Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices. If the Respondent is made up of more than one firm, the legal relationship between these firms must be described.

10.4.3 Prepare a narrative statement that describes the Respondent's understanding of the work involved in performing the Scope of Services that is described in Section 3.0 and Attachment "A".

10.4.4 The Respondent shall describe its understanding of the following points, while specifically responding to the evaluation criteria defined in Section 7.2, above:

- a. Proposed Scope of Services
- b. The complexity, challenges and problems involved in planning and performing that work
- c. Description on how to best utilize sub-consultants to achieve project success
- d. Approaches and philosophy of dealing with problems
- e. Sensitivity and experience dealing with key issues
- f. Any additional issues or matters relating to the Scope of Service that the Respondent believes should be addressed

10.4.5 If the Respondent believes any information, data, process or other material in its Submittal should be considered by the City to be confidential or proprietary, the Respondent shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.

10.5 **SECTION 1 – TRANSMITTAL LETTER**

10.5.1 Submit a 1-2 page letter transmitting the Submittal to John J. Gillespie, Chief Procurement Officer, City of Houston. The transmittal letter shall say: "The SOQ is valid for 180 days, and that the signer of the document is authorized by the Respondent to sign the document."

10.5.2 Letter shall contain the names and role of all individuals proposed for the Team, and the Respondent must certify that each Key Personnel of the Team was selected based on demonstrated competence and qualifications.

10.5.3 The letter must include a statement committing the availability of the Key Personnel identified in the SOQ.

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

10.5.5 NOTE: Acknowledge receipt of all RFQ Letter of Clarifications, if any, in this Transmittal Letter.

10.6 **SECTION 2 – SCOPE APPROACH**

- 10.6.1 Prepare a description of the Respondent's management and organizational approach and methods for performing and providing the scope of services-required.
- 10.6.2 Provide the proposed process for the timely completion of the work, along with the methods the Respondent would use to coordinate the work with the PMT (EPM, PMSS and HAS) plus other HAS staff that must interface or connect with work performed by the Respondent.
- 10.6.3 Describe the Respondent's approach and program for ensuring quality control and communication within its own team structure, in consideration of the merging teams.
- 10.6.4 Submitted Scope Approach must clearly address and demonstrate in sufficient detail by appropriate reference to the Scope of Services (Attachment A), the Program Definition Manual (PDM), and Utilities Master Plan, your team's approach to successfully completing the MLIT using the above documents, the aforementioned scope of services, and all remaining items in this Section.

10.7 **SECTION 3 – PROJECT SCHEDULE**

- 10.7.1 Prepare a description of the Respondent's method and systems for controlling, responding to, and completing the Scope of Services in a timely manner including phasing and sequencing.
- 10.7.2 Provide a preliminary schedule as defined in 7.9.

10.8 **SECTION 4 – ORGANIZATION AND MANAGEMENT**

- 10.8.1 Provide illustrative, graphic, and narrative descriptions that identify the Respondent's and sub-consultants' key personnel who would provide the services, specifically outlining major capabilities and areas of expertise.
- 10.8.2 Identify the overall project manager, and other key staff members.
- 10.8.3 Provide brief resume summations. Include the title and a description of the work that each person is capable of performing. Detailed resumes should be attached – See SECTION 9 – KEY PERSONNEL below.
- 10.8.4 Submit Resource Loaded Staffing Plan: Attachment "J".

10.9 **SECTION 5 – DESCRIPTION OF FIRM**

- 10.9.1 Provide a general description of the firm including, but not limited to systems, services and staffing offered, number of employees, office locations, and years in business.

10.10 **SECTION 6 – FIRM PROJECT EXPERIENCE**

- 10.10.1 Provide a summary of past projects that demonstrate experience and ability to provide similar systems, services and staffing, including:
 - a. Project Management
 - b. Design Management
 - c. Pre-Construction Services
 - d. Construction Management
 - e. Facility Transition
 - f. Project Management, Project Controls, and Other Systems
 - g. Special Inspections, testing
 - h. Other Services As Defined By Program Organization Structure

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10.10.2 All projects listed in this section must have been completed by the Respondent or sub-consulting team. List the names of Key Personnel for each project. Do not include projects for which Key Personnel are no longer employed by the firm. Projects where requisite experience was gained by individuals during previous employment should be indicated in SECTION 7 INDIVIDUAL PROJECT EXPERIENCE.

10.10.3 Include after each qualifying project the following elements:

- a. Project name and delivery method
- b. Location
- c. Client, address, telephone number
- d. Description of systems, services and/or staffing solutions provided by firm in support of project
- e. Total final contract amount including change orders (identify firm's amount, if different)
- f. Proposed schedule vs Actual
- g. Proposed budget vs Actual
- h. Principal-in-charge
- i. Day-to-Day technical project manager
- j. Date completed
- k. Client reference (name, position, phone, email address)
- l. Coordination between multiple consultant firms
- m. Relevant experience with other interfacing projects and associated scheduling consideration
- n. Brief narrative description of project

The tabular summary and narrative of each project description shall not exceed one-half of an 8.5" x 11" page.

10.10.4 Submit PROJECT EXPERIENCE FORM: Attachment "K"

10.11 **SECTION 7 – INDIVIDUAL PROJECT EXPERIENCE**

10.11.1 This section must follow the same general format as for the firm's project experience. This section is intended for projects where experience was obtained while the individuals were employed elsewhere.

For each qualifying project, include a brief narrative and the following information:

- a. Project Name
- b. Location
- c. Client
- d. Current Employees with Key Management/Staff Roles
- e. Employer during the Project
- f. Client Reference (name, position, phone, email address)

10.12 **SECTION 8 – SUB-CONSULTANTS**

Describe the qualifications of each sub-consultant that the Respondent plans to retain to provide systems, services or staffing in support of the Preconstruction Services. Describe the type of work that will be assigned to each sub-consultant, and the estimated percentage of the total Agreement Value that each sub-consultant will perform.

10.13 **SECTION 9 – KEY PERSONNEL**

10.13.1 Submit detailed resumes for the proposed project manager and key staff personnel including key personnel of sub-consultants. Key personnel are those likely to be assigned to various tasks as described in the potential Scope of Services.

10.13.2 Include a description of their qualifications, experience, position description, and the length of employment with the Respondent or sub-consultant. Key personnel identified in this submittal will be expected to remain assigned to this project for the term of the Agreement and remain on their specific assignment.

10.13.3 Submit Key Personnel Resume Checklist: Attachment “G”

10.13.4 Submit Key Personnel Commitment Letter Form: Attachment “H”

10.14 **SECTION 10 – ABILITY TO RESPOND**

Describe the Respondent’s current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. For the Respondents and each sub-consultant on a team, list office address, total number of employees, number of both professional and support employees located at those offices.

10.15 **SECTION 11 – PROJECT CONTROLS**

Verify that the Respondent understands that it will be required to use HAS approved, as proposed by the PMT, program/project control and reporting systems. Respondent shall provide a summary of project control and reporting systems it has recently utilized in support of similar sized projects.

10.16 **SECTION 12 – COMPUTER AIDED DESIGN AND DRAFTING (CADD) AND BUILDING INFORMATION MODEL (BIM) REQUIREMENTS**

All project record drawings submitted to the City shall be provided in a format in accordance with the Houston Airport System CADD and BIM standards, and shall be submitted on appropriate electronic media as specified by the Infrastructure Department. Describe the Respondent’s ability to review deliverables submitted in accordance with HAS CADD and BIM standards and requirements.

10.17 **SECTION 13 – OTHER CITY ORDINANCES, POLICIES AND EXECUTIVE ORDERS**

Respondents should familiarize themselves with pertinent ordinances, policies and executive orders that relate to contracting with the City. Reference **PART VII – City Required Documents** for listing.

10.18 **SECTION 14 – FINANCIAL CAPABILITIES**

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.

- a. Respondent must provide audited financial statements if they are available. If audited financial statements are not available. Respondent must provide tax returns and along with unaudited or reviewed financials.
- b. Provide a brief statement of the Respondent’s bonding ability to fulfill the obligations.

10.19 **SECTION 15 – ADDITIONAL INFORMATION**

- 10.19.1 The Respondent is invited to describe any particular aspects of its organization or submittal that, by way of background, experience, unique qualifications, or other basis that would set it apart from the competition in its ability to accomplish this particular Scope of Services.
- 10.19.2 The material presented in the Statement of Qualifications to address the above topics is expected to clearly reflect qualifications that demonstrate the Respondent's knowledge, experience and ability to provide PM/DM/CM services.

PART V – GENERAL TERMS AND SPECIAL CONDITIONS

11.0 GENERAL TERMS

11.1 CONTRACTOR PERFORMANCE LANGUAGE

- 11.1.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. 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 Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

11.2 INSPECTIONS AND AUDITS

- 11.2.1 HAS representatives shall have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least seven (7) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

11.3 INTERPRETING SPECIFICATIONS

- 11.3.1 The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Statements of Qualifications to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFQ for guidance, but they are not intended to preclude Respondent(s) from recommending alternative solutions offering comparable or better performance or value to HAS.
- 11.3.2 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 HAS official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.

11.4 CONTRACTOR DEBT

- 11.4.1 If 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 contractor has incurred a debt, he shall immediately notify contractor in writing. If 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 contractor under this agreement, and contractor waives any recourse therefor.

11.5 COMPETENCY OF RESPONDENT

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

11.6 DISQUALIFICATION OF RESPONDENT

11.6.1 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
- c) Failure to meet Minimum Qualifications requirements

12.0 ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

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

12.2 Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

12.3 INTERVIEWS - If interviews are needed, short-listed Respondents may be given instruction for interviews. These interviews will focus on clarifying and amplifying Respondent's Submittal, which may include, but not limited to, identification of the Respondent's program approach, and appraisal of personnel who will be directly involved in the project.

12.4 INQUIRIES - Please do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

12.5 COST OF RFQ's - City will not be responsible for costs incurred by anyone in the submittal of SOQ(s) or for any costs incurred prior to the execution of a formal contract.

12.6 CONTRACT NEGOTIATIONS - This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of work, fees, insurance coverage's, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project, City may include a "key persons" clause during contract negotiations.

12.7 CONFIDENTIAL INFORMATION - All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their 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 RFQ.

12.8 This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City to pay for any cost incurred in the preparation of a submittal or of any costs incurred prior to the execution of a final contract.

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

13.0 NO CONTACT PERIOD

Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City 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, Andre' Morrow, Sr. Procurement Specialist. 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 Respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City 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 Respondent. However, nothing in this paragraph shall prevent a Respondent 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.

13.1 Guidance

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

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

- b. Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.
- c. Communications with the City Legal Department regarding contract terms after notification of intent to award are permissible.

14.0 RIGHT TO VERIFY INFORMATION

The Houston Airport System reserves the right to:

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

15.0 SECURITY AND BADGES

- 15.1 The Respondent shall comply with all applicable Federal rules, as amended from time to time, governing security at the Airport.
- 15.2 All on-site personnel of Respondent, including Subconsultants, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 15.3 The Respondent shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on 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 is reflected in the cost of the badges. The Respondent is responsible for the cost of badges, including replacements thereof. The Respondent personnel losing badges will be charged for replacement badges at the then-current rate. Badge yearly renewal cost is currently \$16.00.
- 15.4 Customs and Border Control Patrol (CPB) requires an Airport Customs Area Bond. The amount of the bond equals \$1,000 times the number of employees currently badged by CBP.
- 15.5 The Respondent acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.

16.0 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES (MWBE)

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

16.2 MWBE Compliance

Respondent shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. If the Contractor's total Construction Cost Estimate for the Project is greater than One Million Dollars, 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 (MWSBE) for CMAR and D-B Contracts (Document 00808A). The MWSBE Participation goals for this contract (Contract Goals) are as follows:

1. The M/WBE goal is 10% (Pre-Construction)
2. The MBE goal is 20% percent (Construction)
3. The WBE goal is 8% percent (Construction)
4. The bidder may substitute SBE participation of no more than four percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal for **construction only**.

The M/WBE, MBE, WBE, and SBE goals are unique and specific to this Agreement. The contractor shall make reasonable efforts to achieve these goals. For Pre-Construction Services the proposer has to submit the subcontractors they will be using for minority participation credit demonstrating their respective percentages and scope(s) of work. For construction the proposer has to submit the subcontractors they intend to use and the intended scope(s) of work at time of bid submission (percentages and/or dollar amounts are NOT needed for the construction minority participation plan until a Guaranteed Maximum Price has been established).

Failure by Contractor to comply with the goals for M/WBE, MBE, WBE, and SBE is a material breach of the Agreement, which may result in any and all remedies as permitted by City Ordinance or the Office of Business Opportunity's Policy and Procedures Manual.

"Good Faith Efforts" is defined in the Office of Business Opportunity's Policy and Procedures Manual, which is available at <http://www.houstontx.gov/obo/index.html>. Respondent acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

17.0 PROTEST

17.1 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. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:

17.1.1 The name, address, telephone number, and email address of the protestor.

17.1.1.1 The number of the solicitation.

17.1.1.2 Information confirming that the protestor is an interested party.

17.1.1.3 A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.

17.1.1.4 The signature of the protestor.

**MICKEY LELAND INTERNATIONAL TERMINAL (MLIT)
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
RFQ No.: Q-H37-MLITCMAR-2016-033**

17.1.2 Protests shall be submitted to:
Chief Procurement Officer
City of Houston
901 Bagby, B300
Houston, TX 77002

17.2 The City recognizes three types of protests:

17.2.1 Protests regarding solicitation (Pre-Submittal Protest)

17.2.1.1 Any Pre-Submittal Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.

17.2.2 Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest).

17.2.2.1 Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.

17.2.3 Protests made after City Council's decision to award a contract (Post-Award Protest)

17.2.3.1 Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.

17.2.4 Any protest received after the applicable deadline will not be considered.

18.0 PROHIBITIONS

18.1 Prime Respondent Prohibitions

Firms, Joint Ventures, or teams who are performing work or have performed work as a Prime Contractor/Prime Consultant for HAS on the planning, environmental, design, engineering, program oversight or program management of this Program will be prohibited from participating on this Project.

18.2 Prohibitions Questions

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

Attention: André K. Morrow, C.P.M., CPPB
Sr. Procurement Specialist
Subject: "PROHIBITION QUESTION – MLIT CMAR"
Email address: Andre.Morrow@houstontx.gov

Any Respondent who submits an SOQ which involves prohibited firms, joint ventures, or teams may 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. HAS is the sole arbiter of which firms are prohibited from submitting on this project.

19.0 CERTIFICATE OF INTERESTED PARTIES

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

**MICKEY LELAND INTERNATIONAL TERMINAL (MLIT)
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
RFQ No.: Q-H37-MLITCMAR-2016-033**

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

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

PART VI – INSTRUCTIONS TO RESPONDENTS

20.0 INSTRUCTIONS TO RESPONDENT

20.1 Pre-Submittal Conference

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

20.2 Additional Information and Specification Changes

Requests for additional information and questions should be addressed via email to the HAS Sr. Procurement Specialist, André K. Morrow, C.P.M., CPPB: Andre.Morrow@houstontx.gov no later than 12:00 pm (Noon), CDT May 10, 2016. The City shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

20.3 Letter(s) of Clarification

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFQ should be used in preparing Submittal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

20.4 Examination of Documents and Requirements

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.
2. Before submitting a Submittal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

20.5 Exceptions to Terms and Conditions

- 20.5.1 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.
- 20.5.2 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.
- 20.5.3 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 P). Such exceptions will be considered when evaluating the short-listed proposer'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.

20.6 Post-Submittal Discussions with Respondent(s)

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

PART VII – CITY REQUIRED DOCUMENTS AND ATTACHMENTS

21.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATION

00450 Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status

00452 Contractor Submittal List, Fair Campaign Ordinance

00454 Affidavit of Non-Interest

00455 Affidavit of Ownership or Control

00457 Conflict of Interest Questionnaire

00460 POP 1 Program Acknowledgement Form

00480 Reference Verification Form

22.0 DOCUMENTS TO BE SUBMITTED WITHIN TEN (10) WORK DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD

00501 Resolution of Corporation

00600 List of Proposed Subs and Suppliers

00601 Drug Policy Compliance Agreement

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

23.0 ATTACHMENTS

Attachment A – SCOPE OF SERVICES

Attachment B – Program Definition Manual (PDM)

Attachment C – Utilities Master Plan

Attachment D – RFP Price Proposal Form (Step 2 Only: Not to be submitted with SOQ STEP 1)

Attachment E – MWBE Subcontract Terms

Attachment F – RESERVED (Intentionally Left Blank)

Attachment G – Key Personnel Resume Checklist

Attachment H – Key Personnel Commitment Letter

Attachment I – Surety Letter of Intent

Attachment J – Resource Loaded Staffing Plan

Attachment K – Project Experience Form

Attachment L –SAMPLE CONTRACT

Attachment M – Required Submittal Checklist

ATTACHMENT A
SCOPE OF SERVICES
MLIT CMAR SERVICES
RFQ No. Q-H37-MLITCMAR-2016-033

ATTACHMENT "A"

CONSTRUCTION MANAGER AT RISK SCOPE OF SERVICES

(ATTACHED SEPARATELY)

Attachment B – Program Definition Manual (PDM)

See <http://www.fly2houston.com/TDBusiness>

ATTACHMENT C
Utilities Master Plan
RFQ No. Q-H37-MLITCMAR-2016-033

Attachment C – Utilities Master Plan

See <http://www.fly2houston.com/TDBusiness>

ATTACHMENT D
STEP 2 - PRICE PROPOSAL FORM
RFQ No. Q-H37-MLITCMAR-2016-033

MLIT CMAR PRICE PROPOSAL FORM
[BASED UPON THE SCOPE OF SERVICES AND CONTRACT DOCUMENTS]

The figure below includes the Cost of Work for the MLIT Terminal, MLIT Airside and MLIT Landside packages, unescalated (Base Date September 2015).

Pricing Components

- 1) Pre-construction Services Price – Lump Sum \$ _____
- 2) CMAR Fee percentage & Fee amount based on projected estimated Cost of Work of \$472,700,000
(Base Date September 2015)
- A. CMAR Fee percentage _____ %
- B. CMAR Fee amount \$ _____
-

I, the undersigned, clarify and declare that I have read all the foregoing and know its contents and the above represents our PRICE PROPOSAL and that said PRICE PROPOSAL represents the proposed Guaranteed Maximum Price for a completed Project as defined and outlined in the RFQ, the Contract Documents. This PRICE PROPOSAL is valid for a period of 180 calendar days from the Submittal Date of this Proposal.

I declare, under the laws of the State of Texas governing penalties for perjury, that the foregoing is correct.

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

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

ATTACHMENT E
MWBE SUBCONTRACT TERMS
RFQ No. Q-H37-MLITCMAR-2016-033

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (MWBE 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 Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of subcontractor's books and records, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep its books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within 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 under Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract must, upon the written request of one party served upon the other or upon notice by the 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 must 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 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 the American Arbitration Association on file in the City's Affirmative Action Division Office.
 - 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. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

ATTACHMENT F
RESERVED
INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

ATTACHMENT G
KEY PERSONNEL RESUME CHECKLIST
RFQ No. Q-H37-MLITCMAR-2016-003

KEY PERSONNEL RESUME CHECKLIST

Submit individual Resumes for KEY PERSONNEL

PROPOSER: Prime Proposer

KEY POSITION:

NAME: of Key Personnel

PROFESSIONAL LICENSE:

FIRM: Employer of Key Personnel

LENGTH OF TENURE: with The Respondent or its Sub-Consultant

TOTAL YEARS OF EXPERIENCE

EDUCATION:

WORK HISTORY: Relevant Experience With Similar Projects.

Highlight Projects' Similarities in:

- Scope
- Schedule
- Delivery Methods (In particular, CMAR)
- Political Environment
- Stakeholder Interaction
- Project Cost/Value
- Experience working with proposed CMAR team

REFERENCES: Provide the reference contacts' name, address, e-mail, phone number, cell phone number, with that person's relationship to the Key Personnel and explain why they are qualified to be a reference on Key Personnel's behalf.

ATTACHMENT H
KEY PERSONNEL COMMITMENT LETTER
RFQ No. Q-H37-MLITCMAR-2016-033

[Prime Respondent's Letterhead]

[Date]

Andre' K. Morrow, C.P.M., CPPM
Senior Procurement Specialist
Houston Airport System
Supply Chain Management
18600 Lee Road
Humble, TX 77338

Subject: Letter of Commitment of Key Personnel

Re: Request for Proposals for the Construction Manager at Risk Services for the Mickey Leland International Terminal

Dear XXX,

Reference is made to the Request for Proposal for the Construction Manager at Risk for the Mickey Leland International Terminal requirement for certain Key Personnel:

"A letter of commitment signed by a company executive and each key staff member proposed to serve on the project team shall be submitted with the Technical Qualifications Proposal stating that the individual will be committed to the project for its duration should the Proposal be selected."

Accordingly, [PROPOSER] and the individuals proposed below hereby provide their commitment to the Mickey Leland International Terminal Project.

Sincerely,

Name
Title
Firm

**ATTACHMENT I
SURETY LETTER OF INTENT
RFQ No. Q-H37-MLITCMAR-2016-033**

[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, Texas 77002

SURETY LETTER OF INTENT

**Re: REQUEST FOR QUALIFICATIONS – CMAR SERVICES FOR MICKEY LELAND
INTERNATIONAL TERMINAL**

Dear Madam:

Surety understands that the Contract will be for a Not-To-Exceed amount of \$695 million, with a Guaranteed Maximum Price to be established at the completion of the sixty percent (60%) design documents. The Performance Bond and Payment Bond will be awarded for One Hundred Percent (100%) of the Contract's Not-To-Exceed 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:

**ATTACHMENT K
PROJECT EXPERIENCE FORM
RFQ No. Q-H37-MLITCMAR-2016-033**

PROJECT EXPERIENCE FORM

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: _____

CMAR INFORMATION

CMAR Name: _____
Address: _____
Contact (Name & Title): _____
Telephone: _____ Email: _____
Project Manager for Project: _____
Superintendent for Project: _____

DESIGN CONSULTANT INFORMATION

Design Firm: _____
Address: _____
Contact (Name & Title): _____
Telephone: _____ Email: _____

**ATTACHMENT K
PROJECT EXPERIENCE FORM
RFQ No. Q-H37-MLITCMAR-2016-033**

Project Manager for Project: _____

CONTRACT INFORMATION (TIME & COST)

Project Start	Scheduled	Actual	Days Extended Due to
Date:	Completion Date:	Completion Date:	Unexcused Delays:

Base Contract Amount:	Adjustment Due to Owner Requested Changes:	Adjustment Due to Other Change Orders:	Final (or Current if Incomplete) Change Amount:
\$	\$	\$	\$

GENERAL PROJECT DETAILS

Was the Project for a Public Owner? (Yes or No): _____

Did major trade sub-contractors get on board before Design completion?

(Yes or No): _____

Did the project include the following? Check applicable boxes.

Comparable Project Components (airport and non-airport):	YES	NO
A negotiated GMP that was the same as the final Contract Amount		
Underground (live and operational) utility relocation		
Work around and / or connecting to existing operational / occupied space		
Energy Savings (Life Cycle Cost Analysis)		
Enhanced Commissioning [for LEED certification?]		
BIM modeling and full BIM Coordination		
Modular off-site construction in a controlled environment to expedite construction		

Fill this page for Airport Projects being considered as comparable to the MLIT Project.

AIRPORT PROJECT DETAILS

Did the project include the construction of Airport Building(s) and Airfield improvements of comparable size and technical complexity to MLIT? (Yes or No): _____

**ATTACHMENT K
PROJECT EXPERIENCE FORM
RFQ No. Q-H37-MLITCMAR-2016-033**

Building square footage:

Number of gates:

Number of building levels:

Number of passengers per year:

International or domestic flights:

Did the project include work in and around, and physically connecting to an operating airport
(both building and airfield)? (Yes or No): _____

PROJECT DESCRIPTION – One (1) Page per project

Provide (or attach) a brief project description, addressing, where applicable, the project components listed in previous pages:

ATTACHMENT L
SAMPLE CONTRACT – SUBJECT TO CHANGE
RFQ No. Q-H37-MLITCMAR-2016-033

ATTACHMENT L
SAMPLE CONTRACT – SUBJECT TO CHANGE

(ATTACHED SEPARATELY)

ATTACHMENT M
REQUIRED SUBMITTAL CHECKLIST
RFQ No. Q-H37-MLITCMAR-2016-033

The following must be completed and submitted with each Submittal

Item #	REQUIRED SUBMITTAL	Check (√)
1.	Table of Contents	
2.	Team Introduction Letter	
3.	Executive Summary	
4.	Section 1 – Transmittal Letter	
5.	Section 2 – Scope Approach	
6.	Section 3 – Project Schedule	
7.	Section 4 – Organization and Management	
8.	Section 5 – Description of Firm	
9.	Section 6 – Firm Project Experience	
10.	Section 7 – Individual Project Experience	
11.	Section 8 – Sub-Consultants	
12.	Section 9 – Key Personal	
13.	Section 10 – Ability to Respond	
14.	Section 11 – Project Management Control	
15.	Section 12 – Computer Aided Design and Drafting (CADD) and Building Information Model (BIM) Requirements	
16.	Section 13 – City Required Documents	
17.	00450 Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status	
18.	00452 Contractor Submittal List, Fair Campaign Ordinance	
19.	00454 Affidavit of Non-Interest	
20.	00455 Affidavit of Ownership or Control	
21.	00457 Conflict of Interest Questionnaire	
22.	00460 POP 1 Program Acknowledgement Form	
23.	00480 Reference Verification Form	
24.	Section 14 – Financials (To be submitted in separate sealed envelope)	
25.	Section – 15 Additional Information	