



**CITY OF HOUSTON**  
**HOUSTON AIRPORT SYSTEM**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**SOLICITATION NO.: H37-MLITAE-2016-027**  
**MICKEY LELAND INTERNATIONAL TERMINAL (MLIT)**  
**ARCHITECT ENGINEER (A/E) DESIGN CONSULTANT SERVICES**  
**AT GEORGE BUSH INTERCONTINENTAL AIRPORT (IAH)**

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**Date Issued:** March 11, 2016

**Pre-Submittal Conference:** March 24, 2016, 9:00 A.M., CST  
Houston Airport Marriott Hotel at IAH  
18700 John F. Kennedy Blvd.  
Houston, TX 77032

**Questions Deadline:** March 29, 2016 @ 12:00 P.M., (Noon) CST

**Solicitation Due Date:** April 29, 2016 @ 10:00 A.M., CST

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**Project Summary:** Provide Architect Engineer (A/E) Design Consultant Services for the new Mickey Leland International Terminal (MLIT) at George Bush Intercontinental Airport (IAH).

**MWBE Goal:** 30%

**NIGP Code:** 90600

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John J. Gillespie  
Chief Procurement Officer  
City of Houston

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Date

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**REQUEST FOR QUALIFICATIONS (RFQ)  
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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) to provide Architect Engineer (A/E) Design Consultant Services for the Mickey Leland International Terminal (MLIT) at George Bush Intercontinental Airport (IAH).

The City is soliciting SOQ 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. In the near future, the City plans to engage a Construction Manager at Risk (CMAR) to work with the Design Consultant team, with a projected award date of mid- to late-September 2016. The CMAR will provide preconstruction services while the Design Consultant develops the design concept and produces Construction Documents for various procurement packages. The City expects the Design Consultant to assemble a team that is experienced and technically proficient to work collaboratively with HAS staff, the CMAR, other consultants, and stakeholders.

**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 MLIT, known as the "Project" undertaken by HAS. The Scope of Services is focused on the planning, programming and design of the new MLIT including design coordination of airside, landside, and roadway improvements, and utilities to serve the Project area.

**2.2 MLIT Vision**

2.2.1 Key to this Project's success is to support the HAS's Vision to establish Houston as a five-star global air service gateway where the magic of flight is celebrated. Design Consultant will embrace the following HAS core values as they relate to the MLIT planning, design and construction:

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<b>Relationships</b>	<b>Service</b>
<ul style="list-style-type: none"> <li>▪ We work together with integrity; treat every individual with courtesy and respect.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We WOW our customers through a “can do” attitude and respond quickly to meet and exceed their expectations.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We honor our commitments and behave in a manner that earns trust.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We find ways to bring fun and joy into our work and bring customers along for the ride.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We promote collaboration and teamwork across the organization.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We respond promptly and effectively.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We are reliable and trustworthy; we honor our promises and commitments.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We show respect, compassion and let people know we care.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We are open, positive and constructive in our feedback.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We willingly provide the necessary time and effort to meet the customer’s needs.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We treat people like they want to be treated.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We are flexible and adaptive in a dynamically changing business environment.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We take responsibility for our actions.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We display enthusiasm and passion for our work.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We lead by example.</li> </ul>	
<b>Innovation</b>	<b>Excellence</b>
<ul style="list-style-type: none"> <li>▪ We have the courage and willingness to consider new and unconventional ways of thinking.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We strive for quality and skillful execution without compromise.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We assume responsibility for learning new things.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We use the power of total employee involvement to achieve our organizational goals.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We embrace new ideas.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We foster a culture of shared values that gets things done.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We listen with an open mind.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We take calculated risks needed to achieve results.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We are future-focused; “I’ve always done it this way” does not exist in our vocabulary.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We look for new and more effective ways to do business.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We recognize change as an opportunity.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We encourage continuous improvement.</li> </ul>

2.2.2 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 (PDM), 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.

2.3.2 The MLIT design shall address the following key planning objectives as stated in the PDM:

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, but are not limited to, 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.

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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.

**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	03/11/2016
Pre-Submittal Conference	03/24/2016
Questions from Respondents Due to City	03/29/2016
Submissions Due from Respondents	04/29/2016
Notification of Shortlisted Firms (Estimated)	05/20/2016
Oral Presentations/Interviews (Estimated)	06/01/2016
Council Agenda Date (Estimated)	07/27/2016
Contract Start Date (Estimated)	08/10/2016

**PART II – SCOPE OF SERVICES**

**5.0 SCOPE OF SERVICES**

5.1 The MLIT project scope elements include a new terminal facility planned to be designed and constructed in phases while the existing Terminal D is decommissioned and demolished in phases. Refer to Attachment “A” for a detailed project description and Design Consultant’s Scope of Services for the design and construction phases. In addition, the MLIT Program Definition Manual (December 2014) and IAH Utilities Master Plan (September 12, 2014) may be accessed on the Fly2Houston website (<http://www.fly2houston.com/TDBusiness>).

**PART III - EVALUATION and SELECTION PROCESS**

**6.0 EVALUATION AND SELECTION PROCESS**

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

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.

6.3 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.

6.4 The City reserves the right to request clarifying information from and ask additional questions of any individual Respondent at any time during the evaluation process. The City reserves the right to check references on any projects performed by the respondent whether provided by the Respondent or known by the City.

6.5 The procedure to be used in the MLIT A/E selection process is described in the following steps:

**6.5.1 Scoring Process:**

6.5.1.1 Evaluation committee members shall review the Evaluation Committee Guidelines and sign Nondisclosure Agreements before receipt of submissions.

6.5.1.2 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 submissions 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 submission 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.

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- 6.5.1.3 At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each submission. **Each submission 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.
- 6.5.1.4 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 submission/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 submission/proposal, if any). The team leader shall collect the scoring matrices.
- 6.5.1.5 After all scores have been updated, the proposals/submissions shall be ranked, and the committee shall agree to the recommended firm.
- 6.5.1.6 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.
- 6.5.2 **Step ONE of the selection process:**
- 6.5.2.1 SOQs from Respondents responding to the RFQ will be reviewed and evaluated. 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 6.8 and as further described throughout this RFQ.
- 6.5.3 **Step TWO of the selection process:**
- 6.5.3.1 A shortlist of Respondents may be called on to participate in an interview with the Evaluation Committee. If this step is used, the firm's designated Key Personnel will be expected to play a significant roles in the interview(s).
- 6.5.3.2 Respondents will be notified in writing of the date/time and location of their interview if they have been chosen for further consideration.
- 6.5.3.3 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.
- 6.5.3.4 After the oral presentations/interviews are completed, a final ranking will be established by the Evaluation Committee.
- 6.5.4 **Step THREE of the selection process:**
- 6.5.4.1 After Step TWO (or Step ONE if no presentation/interview is required), the City will commence contract negotiations with the most qualified Respondent(s) based upon the sample contract attached to this RFQ. As part of its Step TWO submittal, Respondent shall provide the City with any comments, as

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described in Section 18.5.3, it has regarding the sample contract. If negotiations result in agreement, the proposed contract will be submitted to the City Council for approval.

- 6.5.4.2 Notwithstanding the foregoing, the City makes no representation that an award will be made as a result of this RFQ. The City reserves the right to award a contract for all or any portion of the project requirements addressed in this RFQ, award multiple contracts, or to reject any and all responses if deemed to be in the best interest of the City and to re-advertise. Also, the City reserves the right to waive any formalities or technical inconsistencies, or delete any requirements from this RFQ when deemed by the City to be in its best interest.
- 6.5.4.3 Any failure by the Respondent to acquaint itself with the available information will not relieve it from the obligation of entering into a contract with the City should it be the successful Respondent. The City shall not be responsible for any conclusions or interpretations made by the Respondent of the information made available by the City in this RFQ or independent of this RFQ.

## **6.6 Evaluation Summary**

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

## **6.7 Selection Process**

- 6.7.1 The award of a contract(s) will be made to the Respondent(s) offering the response which best meets the needs of the City. 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. Upon approval of the selected Respondents, a contract will be executed by the appropriate City officials. The City reserves the right to reject any offer if the Qualifications submitted fails to satisfy City that the Respondent is properly qualified to provide the services contemplated as specified.
- 6.7.2 The selection of the Design Consultant Services Firm for the MLIT will be based on evaluating the following:
- a) New Airport Terminal Design Experience (Minimum Qualifications)
  - b) People/ Resources/ Capabilities
  - c) Representative Project Experience
  - d) Design Approach
  - e) Design to Budget
  - f) Quality Management Approach
  - g) Construction Support Capability
  - h) Project Controls Capability

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- i) Financial Capabilities
- j) MWBE Compliance
- k) New Airport Terminal Design Experience

**6.8 Evaluation Criteria And Scores**

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 A/E scope.

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

Evaluation Criteria	Max Score
People/ Resources/ Capabilities	20
Representative Project Experience	20
Design Approach	20
Design to Budget	10
Quality Management Approach	10
Construction Support Capability	10
Project Controls Capability	10
<b>Total</b>	<b>100</b>
Financial Capabilities	Pass/Fail
MWBE Compliance	Pass/Fail
New Airport Terminal Design Experience	Pass/Fail

**6.9 New Airport Terminal Design Experience (Pass/ Fail)**

6.10.1 This is a pass/fail criterion. If Respondent has not provided prime design services on a major airport terminal within the last five (5) years, their Submittal will be rejected. Respondent's that fail to meet this criterion will be disqualified and will not receive further consideration. Disqualified firms will not be scored.

6.10.2 Respondent is required to have been a prime design consultant on a new international airport terminal design project within the last five (5) years at a top 100 airport (by number of passengers) as defined by Airport Councils International (ACI) World 2014. Respondent experience must conform to the following format:

- a) Explain where and when New Airport Terminal Design Experience has been achieved. Provide appropriate client references for each project.
- b) Provide a statement that describes how design success was achieved.

- c) Identify the Contractor firm and Contractor project executive for each project and indicate the project delivery method.

**6.11 People/ Resources/ Capabilities (20 points)**

- 6.11.1 Assessment of Respondent's team members in terms of representative project experience in the last seven (7) years and ability to work together and with HAS as a partner.

- a) Provide an organization chart with associated Roles and Responsibilities for each person throughout the duration of the contract. (6 points)

1. Explain the contractual relationship between the prime and any sub-consultants.
2. Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key members of prime firm and each sub-consultant that will be involved in the project. Indicate the estimated work breakdown structure for individuals involved in the project for design and construction.
3. Provide detailed 2-page resumes describing the experience and expertise of professional members for the prime firm and each key sub-consultant that will be involved in the project, including their experience and role on representative projects, number of years with the firm, and their city of residence.
4. Provide a statement on the availability and commitment of the prime firm and each sub-consultant and its principal(s), and assigned professionals to undertake the project.
5. Provide the physical address of the office that will be primarily responsible for providing services.
6. Provide the percent of each firm's resource capacity (per office location) that would be required to execute this project and which offices (if other than Houston) would be utilized. Identify the impact of any current workload on fulfilling the requirements for this contract.

- b) Describe the basis for evaluation and selection of proposed sub-consultants included in the project team and a narrative description of the role each will play for this project. Identify the 'value added' and strength they bring to the team. Describe prior working relationship with each selected sub-consultant. (3 points)

- c) Describe what experience the prime firm has in collaborating with a CMAR contractor in the early design stage. (3 points)

- d) Describe how prime firm and proposed sub-consultants will adopt a collaborative approach to resolving issues, driving decision-making, and facilitating management and efficient information flow to deliver the requested Scope of Services. (3 points)

- e) For the prime firm's project principal, project manager, project architect and project designer, 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 contractor. (5 points)

**6.12 Representative Project Experience (20 points)**

6.12.1 Provide a *maximum* of five (5) airport projects that demonstrate relevant experience, scope, and effectiveness in designing to budget, for which Respondent has provided services.

**6.12.1.1 Provide the following details for each representative project:**

1. Project name, location, contract delivery method, and brief narrative description of the project including approach to construction phasing to maintain operational requirements
2. Color images
3. Final Construction Cost vs initial budgeted cost
4. Total contract gross amount (and firm amount, if different)
5. Final project size in gross square feet
6. Type of construction (new, renovation, or expansion)
7. Type of project delivery
8. Actual start and finish dates for design
9. Commencement and Substantial Completion dates for construction
10. Description of professional services prime firm provided for the project
11. Name of project principal (individual responsible to the Owner for the overall success of the project)
12. Name of project manager (individual responsible for coordinating the day-to-day work)
13. Name of project designer (individual responsible for design concepts)
14. Names of proposed key project team members for the MLIT project who worked on the referenced project
15. Sub-consultants that were directly contracted to prime firm
16. References (for each project listed above, identify the following):
  - a. The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and email address
  - b. Length of Respondent's business relationship with the Owner.
  - c. Contractor's name and representatives who served as the day-to-day liaison during the Preconstruction and construction phases of the project, including telephone number and email address
17. Identify a maximum of three (3) completed projects, of any type, for which the prime firm received an award for design, energy, and/or sustainability excellence from a recognized organization and provide descriptive information for each.

**6.13 Design Approach (20 points)**

6.13.1 Firm must demonstrate a proven process for concept design to ensure that the City's needs, desires, requirements, and vision are addressed. Firm must demonstrate experience in being able to design to budget, including a proven process for doing so. Provide a statement acknowledging that Respondent has fully read and understood the MLIT Program Definition Manual.

- a) Describe how Respondent will manage the Scope of Services, specifically addressing the following specific criteria below: (10 points)
  1. Ensuring proper communication and integration of sub-consultants and other specialty consultants, including City's consultants, among project team members to provide an integrated, comprehensive design.
  2. Establishing and maintaining project team relationships with the City and consultants.
  3. Coordinating all necessary project activities within the team relationship to ensure product deliverables are seamless with all disciplines.
  4. Process to achieve a final design concept to ensure that the design addresses the City's needs, desires and requirements. Address involvement of participants, method of decision-making, and a timeline to achieve a final design concept.
  5. Describe how conflict management and issue resolution would be resolved. Provide past examples where this process has been successfully achieved.
- b) Describe examples of how the project team has applied the use of alternative and innovative construction materials and methods, including off-site construction components or pre-fabricated techniques, to add value through reduced cost, schedule and enhanced customer experience. (5 points)
  1. Describe the project team's experience in the design and implementation of advanced communication and technology in aviation architecture.
  2. Describe the project team's experience in sustainable design, and energy conservation and recovery measures using whole life cycle costing methods.
- c) All design, construction and close-out phase deliverables will be created and derived from building information models. Describe Respondent's experience using building information modeling tools for design and constructability reviews and building data collection for facility lifecycle management. (3 points)
- d) Describe Respondent's experience working with construction managers under a CMAR project delivery method to achieve a cost-effective, constructible, and safe design. (2 points)

**6.14 Design to Budget (10 points)**

6.14.1 Demonstrate ability to provide a design solution within a prescribed budget using cost models and estimating strategies at different stages of design development.

- a) Processes: The project team is expected to design the project to the prescribed budget. Describe the prime firm's cost estimating processes, systems, and tools to ensure that the project stays within the specified budget as the building design progresses. Reference the use of benchmarking where appropriate. (5 points)

b) CMAR Collaboration and Reconciliation (5 points):

1. How does Respondent plan to reconcile cost estimates with the CMAR estimates? Using examples from previous projects, describe how these techniques were used, what degree of accuracy was achieved, and how differing views were reconciled.
2. Demonstrate how Respondent plans to collaborate with the CMAR to develop the cost component framework and to progress the design to support the specified budget.

6.15 **Quality Management Approach (10 points)**

6.15.1 Describe any proven processes, systems, and tools to manage quality during the design process.

- a) Describe prime firm's quality management program and how the firm will maintain quality during the development of the design and production of the deliverables. Provide specific examples of where these techniques and procedures were successful on previous projects. (3 points)
- b) Describe how Respondent will approach design quality control, including coordination of the design, checking and correcting design documents, design reviews, design approvals, design schedule control, validation of construction schedule projections, and design features that would enable ability to design within the budget. (5 points)
- c) Describe how Respondent will track City and other Stakeholder input and review comments on design document submittals to confirm that comments have been addressed. (2 points)

6.16 **Construction Support Capability (10 points)**

6.16.1 Describe any processes and resources for supporting the Project and CMAR during construction and through the closeout process.

- a) Describe Respondent's processes and resources for supporting the project during the permitting, construction, commissioning, activation and transition, and closeout phases. (3 points)
- b) For construction planning, describe how Respondent would package the construction procurement packages in order to expedite quality review and delivery of documents to allow early and appropriate release of construction packages to support procurement, constructability, phasing and value engineering activities. (3 points)
- c) Describe how Respondent has designed temporary facilities in an airport environment to maintain access for continuity of operations, passenger safety, and passenger experience during phased demolition and new construction. (4 points)

6.17 **Project Controls Capability (10 points)**

6.17.1 Describe any proven processes, systems, and tools to manage the design cost and schedule to be completed as efficiently and timely as possible.

- a) Describe Respondent's approach to project controls, specifically the processes, systems and tools Respondent will deploy to manage design cost and schedule management in the design production. (3 points)

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- b) Describe the types of records, reports, monitoring systems, and information management systems and tools which Respondent used in the management of previous projects. Using examples from previous projects, describe how Respondent deployed these systems. (3 points)
- c) Describe Respondent's proposed document management system and tools for review, approval and project controls requirements. (2 points)
- d) Upon completion of services, how would Respondent define whether the project was successful and what metrics would be utilized to measure success? (2 points)

**6.18 MWBE Compliance (Pass/Fail)**

As referenced in PART V, Section 14.0 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES (MWBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.

**6.19 Financial Capabilities (Pass/Fail)**

As referenced in Section 9.18 Financial Capabilities, submitted audited financial statements for the last two years.

**6.20 Interview/ Oral Presentation**

The Evaluation Committee may arrive at a short list of Respondents. Shortlisted Respondents may be scheduled for a structured oral presentation and interview where they will be asked to present their interpretation of the Project, 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 Respondents may receive clarifying questions from the Evaluation Committee in advance of their oral presentation and interview. Please note that HAS is not responsible for costs associated with oral presentation and interviews.

**7.0 USE OF SUB-CONSULTANTS**

It is expected that the Successful Respondent 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 SOQ. The proposed team of sub-consultants will be reviewed by the Evaluation Committee during the selection process.

Once a Successful Respondent firm has been selected to begin contract negotiations, the prime A/E Design Consulting firm will be required to obtain written approval from HAS for each of the sub-consultants on the team before negotiations can be completed. No funds will be committed nor any services rendered until HAS approves the sub-consultants. HAS reserves the right to reject any proposed sub-consultant and to request that the selected prime consultant review other candidate firms for that particular area of responsibility.

**PART IV – SUBMISSION OF RESPONSES**

**8.0 INSTRUCTION FOR SUBMISSIONS**

8.1 **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. Submissions 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 submission 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 (LOC) to this RFQ. The submission of a SOQ does not in any way commit HAS to enter into an agreement with that Respondent or any other Respondent.

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

8.1.1 Submit, in a separate, sealed envelope, clearly marked “Financial Statements”, one (1) stamped “Original” and one (1) copy of Firms’ Financial Statements.

8.1.2 NOTE: The word “ORIGINAL” shall be stamped on the outside cover and shall contain all of the original documents as specified;

8.1.3 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.

8.2 **Time for submission.** Submissions shall be submitted no later than the date and time indicated for submission in this RFQ. Late submittals will not be considered and will be returned unopened.

8.3 **Format.** Submission should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

8.4 **Complete submission.** Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submissions may lead to a submission being deemed non responsive. Non-responsive submissions will not be considered.

8.5 **Packaging and Labeling.** The outside wrapping/envelope shall clearly indicate the RFQ Title and date and time for submission. It shall also indicate the name of the respondent.

8.6 **Timely delivery of Submissions.** 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.

- 8.7 **Late Submissions.** The Respondent remains responsible for ensuring that its Submission is received at the time, date, place, and office specified. The City assumes no responsibility for any Submission 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.

## **9.0 SUBMISSION REQUIREMENTS**

Each RFQ response shall be organized in the following order:

### **9.1 OUTSIDE COVER**

This shall contain the name of the RFQ “**H37-MLITAE-2016-027, MLIT A/E Design Consultant Services**”, the name of the Respondent, and the submittal date. Remember to label the original documents as “ORIGINAL” on the outside cover.

### **9.2 Table of Contents**

### **9.3 Team Introduction Letter**

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

### **9.4 Executive Summary**

- 9.4.1 The Executive Summary should provide an overview of the qualifications necessary to accomplish the project, which includes a narrative statement of the Respondent’s understanding of the project and key points in their Statement Qualifications. At a minimum, the Executive Summary must contain the following information:

- 9.4.1.1 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 email address, 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.

- 9.4.1.2 Prepare a narrative statement that describes the Respondent’s understanding of the work involved in performing the Scope of Services described in Part II and Attachment “A”.

- 9.4.1.3 The Respondent shall address its understanding of the following:

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

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9.4.2 If the Respondent believes any information, data, process or other material in its SOQ 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.

**9.5 SECTION 1 – TRANSMITTAL LETTER (1 Page)**

9.5.1 Submit a One (1) page transmittal letter to John J. Gillespie, Chief Procurement Officer, City of Houston. The transmittal letter shall state: “The Submittal is valid for 180 days, and that the signer of the document is authorized by the Respondent to sign the document.”

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

9.5.3 The letter must include a statement committing the availability of all Key Personnel identified in Section 9 – Key Personnel below to perform the work.

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

9.5.5 The Respondent’s transmittal letter must acknowledge the receipt of all RFQ Letters of Clarification.

**9.6 SECTION 2 – SCOPE APPROACH**

9.6.1 Prepare a description of the Respondent’s management and organizational approach and methods for performing and providing the scope of services required.

9.6.2 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 Executive Program Manager, Project Management Support Services, or HAS staff that must interface or connect with work performed by the Respondent.

9.6.3 Describe the Respondent’s approach and method for ensuring quality control and effective communication within its own team structure.

9.6.4 The submitted Scope Approach must clearly address and demonstrate in sufficient detail your team’s approach to successfully completing the Project using the following documents: Scope of Services (Attachment A), Program Definition Manual (PDM), and IAH Utilities Master Plan.

**9.7 SECTION 3 – PROJECT SCHEDULE**

9.7.1 Prepare a description of the Respondent’s method and systems for controlling, responding to, and completing the Scope of Services in a timely manner.

**9.8 SECTION 4 – ORGANIZATION AND MANAGEMENT**

9.8.1 Provide 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.

9.8.2 Identify the overall project manager, and other key staff members.

9.8.3 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 9.13 below.

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**9.9 SECTION 5 – DESCRIPTION OF FIRM**

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

**9.10 SECTION 6 – FIRM PROJECT EXPERIENCE**

9.10.1 Provide a summary of past projects that demonstrate experience and ability to provide similar Scope related services.

9.10.2 All projects listed in this section must have been completed by the Respondent or sub-consulting team using current employees. List the names of key employees for each project. Do not include projects for which key project 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).

9.10.3 Include after each qualifying project the following format:

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

**9.11 SECTION 7 – INDIVIDUAL PROJECT EXPERIENCE**

9.11.1 This section must follow the same general format as 9.10, Section 6 – Firm Project Experience. This section is intended for projects where experience was obtained while the individuals were employed elsewhere.

9.11.2 For each qualifying project, include a brief narrative and the following information in tabular form:

- 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)

**9.12 SECTION 8 – SUB-CONSULTANTS**

9.12.1 Describe the qualifications of each sub-consultant that the Respondent plans to retain during the provision of services related to the scope throughout the life of the Project. Describe the type of work

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that will be assigned to each sub-consultant, and the estimated percentage of the total Agreement Value that each sub-consultant will perform.

**9.13 SECTION 9 – KEY PERSONNEL**

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

9.13.2 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 SOQ will be expected to remain assigned to this project for the term of the Agreement and remain on their specific assignment.

**9.14 SECTION 10 – ABILITY TO RESPOND**

9.14.1 Respondent must describe its ability to effectively and successfully perform the Scope of Services and to coordinate its efforts with the City and its other consultants. Respondents and all sub-consultants must list office address, total number of employees, and the number of both professional and support employees located at those offices.

**9.15 SECTION 11 – PROJECT MANAGEMENT CONTROL**

9.15.1 Upon the award of a successful contract, the Respondent is required to use HAS-approved project/program control, reporting processes and systems. Respondent shall provide a summary of project/program control, and reporting processes and systems it has recently utilized in support of similar sized projects.

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

9.16.1 All project record drawings submitted to the City shall be provided in a format in accordance with the HAS CADD and BIM standards, and shall be submitted on appropriate electronic media as specified by the Infrastructure Department. Respondent must demonstrate its ability to review deliverables submitted in accordance with HAS CADD and BIM standards and requirements.

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

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

**9.18 SECTION 14 – FINANCIAL CAPABILITIES**

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

9.18.2 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 for the last two (2) years.

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**9.19 SECTION 15 – ADDITIONAL INFORMATION**

- 9.19.1 The Respondent is encouraged 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 other firms in its ability to accomplish this particular Scope of Services.
- 9.19.2 The material presented in the submittal to address the above topics is expected to clearly reflect qualifications that demonstrate the Respondent's knowledge, experience, and ability to provide Architect Engineer (A/E) Design Consultant services.

**PART V – SPECIAL CONDITIONS**

**10.0 ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City to pay for any cost incurred in the preparation of a submission or of any costs incurred prior to the execution of a final contract.

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- 10.9 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.
- 10.10 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).
- 10.11 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.
- 10.12 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.)

**11.0 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.

**11.1 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.

**12.0 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.

**13.0 SECURITY AND BADGES**

13.1 The Respondent shall comply with all applicable Federal rules, as amended from time to time, governing security at the Airport.

13.2 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.

13.3 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.

13.4 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.

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

**14.0 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES (MWBE)**

14.1 The City of Houston Ordinance No. 78-1538 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.

**14.2 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. Respondent shall make good faith efforts to award subcontracts or supply agreements in at least 30% of the value of this Agreement to MWBE's. Respondent acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

**15.0 PROTEST**

15.1 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:

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

15.1.1.1 The number of the solicitation.

15.1.1.2 Information confirming that the protestor is an interested party.

15.1.1.3 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.

15.1.1.4 The signature of the protestor.

15.1.2 Protests shall be submitted to:

Chief Procurement Officer  
City of Houston  
901 Bagby, B300  
Houston, TX 77002

15.2 The City recognizes three types of protests:

15.2.1 Protests regarding solicitation (Pre-Submission Protest)

15.2.1.1 Any Pre-Submission 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.

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

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15.2.2.1 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.

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

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

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

## **16.0 PROHIBITIONS**

16.1 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. A list of Prohibited firms is provided on Attachment F.

16.2 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 A/E"  
Email address: [Andre.Morrow@houstontx.gov](mailto: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 if which firms are prohibited from submitting on this project.

## **17.0 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>.

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

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

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

## **PART VI – INSTRUCTIONS TO RESPONDENTS**

### **18.0 INSTRUCTIONS TO RESPONDENT**

#### **18.1 Pre-Submission Conference**

A Pre-Submission 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.**

#### **18.2 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](mailto:Andre.Morrow@houstontx.gov) no later than 12:00 pm (Noon), CST March 29, 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.

#### **18.3 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 Submission responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

#### **18.4 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 Submission to ensure that the Submission meets the intent of this RFQ.
2. Before submitting a Submission, 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.

#### **18.5 Exceptions to Terms and Conditions**

- 18.5.1 All exceptions included with the Submission shall be submitted in a clearly identified separate section of the Submission in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. 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.

**MICKEY LELAND INTERNATIONAL TERMINAL (MLIT)  
ARCHITECT ENGINEER (A/E) DESIGN CONSULTANT SERVICES**

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

18.5.3 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.

**18.6 Post-Submission 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-Submission discussions with any Respondent(s).

**PART VII – CITY REQUIRED DOCUMENTS AND ATTACHMENTS**

**19.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATION**

- Exhibit A – Offer and Submittal
- Exhibit B – Design Consultant Ownership Disclosure Ordinance & Affidavit of Ownership
- Exhibit C – Fair Campaign Ordinance
- Exhibit D – Statement of Residency
- Exhibit E – Drug Detection and Deterrence Procedures
- Exhibit F – Pay or Play Acknowledgement Form
- Exhibit G – Anti-Collusion Statement
- Exhibit H – Conflict of Interest Questionnaire
- Exhibit I – Schedule of M/WBE Participation

**20.0 FORMS TO BE SUBMITTED BY THE SUCCESSFUL FIRM**

- Exhibit J – Insurance Requirements, Sample Insurance Certificate and Endorsements
- Exhibit K – Affidavit of Compliance with Affirmative Action Program
- Exhibit L – Certification of Compliance with Pay or Play Program (POP-2) Program
- Exhibit M – Pay or Play Program List of Subcontractors (POP-3) Program
- Exhibit N – Contact Directory Form
- Exhibit O – Reference Verification Form – Document (00480)
- Exhibit P – Contract and Contract Exception Chart
- Exhibit Q – Certificate of Interested Parties

**MICKEY LELAND INTERNATIONAL TERMINAL (MLIT)  
ARCHITECT ENGINEER (A/E) DESIGN CONSULTANT SERVICES**

**NOTE:** Exhibits are available at the City of Houston Strategic Procurement Forms website,  
<http://purchasing.houstontx.gov/forms.shtml>

**or**

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

**21.0 ATTACHMENTS**

Attachment A – Scope Of Services  
Attachment B – Program Definition Manual (PDM)  
Attachment C – Utilities Master Plan  
Attachment D – Sample Contract  
Attachment E – Required Submittal Checklist  
Attachment F – Prohibited Firms

**EXHIBIT A - OFFER AND SUBMITTAL FORM**  
**RFQ No.: H37-MLITAE-2016-027**

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

**“The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees. For this or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract prices or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.”**

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Design Consultant – Full Company Name)

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

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Design Consultant: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Design Consultant: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and title of Affiant)

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Document 00455

**CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE & AFFIDAVIT OF OWNERSHIP**

**City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.**

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.



**EXHIBIT B – CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE**  
**RFQ No.: H37-MLITAE-2016-027**

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

**Contracting Entity**

Name: \_\_\_\_\_

Business Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**6. Optional Information**

Contracting Entity and/or \_\_\_\_\_ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

**EXHIBIT B – CONTRACTOR OWNERSHIP DISCOLUSRE ORDINANCE**  
**RFQ No.: H37-MLITAE-2016-027**

Name of Debtor: \_\_\_\_\_

Tax Account Nos. \_\_\_\_\_

Case or File Nos. \_\_\_\_\_

Attorney/Agent Name \_\_\_\_\_

Attorney/Agent Phone No. (\_\_\_\_) \_\_\_\_\_

Tax Years \_\_\_\_\_

Status of Appeal [*DESCRIBE*] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses

**CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All Respondents to this invitation to bid must comply with Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for City of Houston may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

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

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.



**EXHIBIT C – FAIR CAMPAIGN ORDINANCE**  
**RFQ No.: H37-MLITAE-2016-027**

Name \_\_\_\_\_  
Partner Address

Name \_\_\_\_\_  
Partner Address

[ ] **A CORPORATION**

**LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")**

Name \_\_\_\_\_  
Director Address

Name \_\_\_\_\_  
Director Address

Name \_\_\_\_\_  
Director Address

**EXHIBIT C – FAIR CAMPAIGN ORDINANCE**  
**RFQ No.: H37-MLITAE-2016-027**

**LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”)**

Name \_\_\_\_\_  
Officer Address

Name \_\_\_\_\_  
Officer Address

Name \_\_\_\_\_  
Officer Address

**LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)**

Name \_\_\_\_\_  
Address

Name \_\_\_\_\_  
Address

Name \_\_\_\_\_  
Address

**EXHIBIT C – FAIR CAMPAIGN ORDINANCE**  
**RFQ No.: H37-MLITAE-2016-027**

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

---

Preparer

---

Printed Name

---

Title

**Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.**

**EXHIBIT D – STATEMENT OF RESIDENCY**  
**RFQ No.: H37-MLITAE-2016-027**

**STATEMENT OF RESIDENCY**  
(Please submit in duplicate with your Proposal)

The following information is required by the **City of Houston** in order to comply with provisions of state law, **TEX.GOV'T. CODE § 2252.001 et. seq.** (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Houston**.

For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder will be required to submit this information within five (5) calendar days after the date of receipt of notification of apparent low bidder status from the **Purchasing Section of the Finance and Administration Department**, Failure to provide all required information within this designated period may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

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

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

Bidder's complete company name:

---

---

State your business address in the space provided below if you are a **Texas Resident bidder**:

---

---

State your business address in the space provided below if you are a **Nonresident bidder**:

---

---

\*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

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

Form prepared by:

<b>(Name)</b>		<b>(Title)</b>

**EXHIBIT E – DRUG DETECTION AND DETERRENCE PRODEDURE**  
**RFQ No.: H37-MLITAE-2016-027**

**CITY OF HOUSTON**

**DRUG DETECTION AND DETERRENCE PROCEDURE**

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

**EXHIBIT E – DRUG DETECTION AND DETERRENCE PRODEDURE**  
**RFQ No.: H37-MLITAE-2016-027**

**DRUG POLICY COMPLIANCE AGREEMENT**  
**ATTACHMENT “A”**

I, \_\_\_\_\_ as an owner or officer of  
**(Name) (Print/Type) (Title)**  
\_\_\_\_\_  
Consultant) \_\_\_\_\_ (Design  
**(Name of Company)**

have authority to bind Design Consultant with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Design Consultant is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Design Consultant Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**EXHIBIT E – DRUG DETECTION AND DETERRENCE PRODEDURE**  
**RFQ No.: H37-MLITAE-2016-027**

**DRUG POLICY COMPLIANCE DECLARATION**

**ATTACHMENT “B”**

I, \_\_\_\_\_ as an owner or officer of

**(Name) (Print/Type)**

**(Title)**

\_\_\_\_\_ (Design  
Consultant)

**(Name of Company)**

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

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

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

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

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:

**Initials**

(start date)

(end date)

**EXHIBIT E – DRUG DETECTION AND DETERRENCE PRODEDURE**  
**RFQ No.: H37-MLITAE-2016-027**

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Design Consultant Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**EXHIBIT E – DRUG DETECTION AND DETERRENCE PRODEDURE**  
**RFQ No.: H37-MLITAE-2016-027**

**Design Consultant's Certification Of No Safety Impact Positions  
In Performance Of A City Contract**

**ATTACHMENT "C"**

I, \_\_\_\_\_

**(Name)**

**(Print/Type)**

**(Title)**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Design Consultant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT E – DRUG DETECTION AND DETERRENCE PRODEDURE**  
**RFQ No.: H37-MLITAE-2016-027**

**DESIGN CONSULTANT'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS  
ATTACHMENT "D"**

I \_\_\_\_\_ as an owner or officer of

**(NAME) (PRINT/TYPE)**

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DESIGN CONSULTANT'S NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

**EXHIBIT F – PAY OR PLAY PROGRAM REQUIREMENTS**  
**RFQ No.: H37-MLITAE-2016-027**

**I. Pay or Play Program Elements**

**A. Purpose**

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing Proposers so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

**B. Program Elements**

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
  2. Covered employees: This program applies to employees of a covered Proposer or Sub-contractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
  3. Compliance with the program means that the Proposer either:
    - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
    - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
      - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
      - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
  4. Subcontracts: The Proposer is responsible for compliance on behalf of covered employees, including Contract labor, of Sub-contractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Sub-contractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
1. Exemptions/Waivers: The City of Houston will award a Contract to a Proposer that neither Pays nor Plays only if the Proposer has received an approved waiver.
  2. Administration: Proposer performance in meeting Pay or Play program requirements will be managed by the contracting department. The Mayor’s Office of Business Opportunity and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Mayor’s Office of Business Opportunity and Contract Compliance.

**EXHIBIT F – PAY OR PLAY PROGRAM REQUIREMENTS**  
**RFQ No.: H37-MLITAE-2016-027**

**II. Documentation and Reporting Requirements**

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Proposers (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

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

1. Certification of Proposer's Intent to Comply with Pay or Play Program (Form POP-2). Note Proposers that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Sub-contractors (Form POP-3).

C. The Proposer will comply with the following reporting requirements:

1. Proposers that opt to Play

Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)

2. Proposers that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Proposers shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

**III. Compliance and Enforcement**

The Mayor's Office of Business Opportunity will audit program compliance. Proposers willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

**EXHIBIT F – PAY OR PLAY PROGRAM REQUIREMENTS**  
**RFQ No.: H37-MLITAE-2016-027**

**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

Proposer Name: \_\_\_\_\_ \$ \_\_\_\_\_  
(Proposer/Sub-contractor) (Amount of Contract)

Proposer Address: \_\_\_\_\_

**EXHIBIT F – PAY OR PLAY PROGRAM REQUIREMENTS**  
**RFQ No.: H37-MLITAE-2016-027**

Project No.: [GFS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name] \_\_\_\_\_

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Proposer agrees to abide by the terms of this Program. This certification is required of all Proposers for Contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of Sub-contractors subject to the program.

Yes  No Proposer agrees to Pay \$1.00 per hour for work performed by covered employees, including covered Sub-contractors' employees, under the Contract with the City.

Yes  No Proposer agrees to offer health benefits to each covered employee, including covered Sub-contractors' employees that meet or exceed the following criteria:

(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and

(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes  No Proposer agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including Sub-contractors' employees, if applicable.

Yes  No If contract labor is utilized the Proposer agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

Yes  No Proposer will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes  No For Proposers Only: Proposer will file compliance reports with the City, which will include activity for Sub-contractors subject to the program, in the form and to the extent requested by the administering department or the Mayor's Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**EXHIBIT F – PAY OR PLAY PROGRAM REQUIREMENTS**  
**RFQ No.: H37-MLITAE-2016-027**

<b>*Estimated Number of:</b>	<b>Proposer</b>	<b>Sub-contractor</b>
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

\*Required

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

\_\_\_\_\_  
 PROPOSER (Signature)

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 NAME AND TITLE (Print or Type)

**EXHIBIT G – ANTI-COLLUSION STATEMENT**  
**RFQ No.: H37-MLITAE-2016-027**

**Anti-Collusion Statement**

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

\_\_\_\_\_

Date

\_\_\_\_\_

Proposer Signature

**EXHIBIT H – CONFLICT OF INTEREST QUESTIONNAIRE**  
**RFQ No.: H37-MLITAE-2016-027**

**CONFLICT OF INTEREST QUESTIONNAIRE:**

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

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

**Who must file a CIQ?**

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

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

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

The completed CIQ must be filed with the City Purchasing Agent not later than the 7<sup>th</sup> business day after the date the Vendor/Contractor or Agent:

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

**What is a business relationship?**

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

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

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

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Calvin D. Wells, City Purchasing Agent, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT H – CONFLICT OF INTEREST QUESTIONNAIRE**  
**RFQ No.: H37-MLITAE-2016-027**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**EXHIBIT I – SCHEDULE OF M/WBE PARTICIPATION**

**RFQ No.: H37-MLITAE-2016-027**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

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

**EXHIBIT I – SCHEDULE OF M/WBE PARTICIPATION**

**RFQ No.: H37-MLITAE-2016-027**

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

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

**NOTE:**

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

\_\_\_\_\_  
**BIDDER COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER**

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**TITLE**

**EXHIBIT J - INSURANCE REQUIREMENTS, SAMPLE INSURANCE CERTIFICATE AND ENDORSEMENTS**  
**RFQ No.: H37-MLITAE-2016-027**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	NAIC #		
	INSURER A:		
	INSURER B:		
	INSURER C:		
INSURER D:			
INSURER E:			
INSURER F:			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

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ACORD 25 (2014/01)

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**EXHIBIT K – Affidavit of Compliance with Affirmation Action Program**  
**RFQ No.: H37-MLITAE-2016-027**

AFFIDAVIT OF COMPLIANCE WITH  
AFFIRMATIVE ACTION PROGRAM

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

\_\_\_\_\_, who  
Affiant  
being by me duly sworn on his oath stated that he is \_\_\_\_\_,  
Title  
of \_\_\_\_\_,  
Design Consultant

the Design Consultant named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the Contract is in compliance with the Affirmative Action Program of the City and has done all that is required by the Contract documents, the Affirmative Action Program, and pursuant to Chapter 15, Code of Ordinances, City of Houston, §15.16 et seq.

\_\_\_\_\_  
Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or Type Notary Public Name

My Commission Expires: \_\_\_\_\_  
Expiration Date

END OF DOCUMENT

**Exhibit L –Agreement to Comply with Pay or Play (POP-2) Program  
RFQ No.: H37-MLITAE-2016-027**

Form POP-2



**City of Houston  
Certification of Compliance with  
Pay or Play Program**



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

Contractor Address: \_\_\_\_\_

Project No.: [GFS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name] \_\_\_\_\_

POP Liaison Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Contractor (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Name and Title (Print or type) \_\_\_\_\_

Document 00630

OBO 7/3/2012



**EXHIBIT N - CONTACT DIRECTORY FORM**  
**RFQ No. H37-MLITAE-2016-027**

**RESPONDENT CONTACT DIRECTORY**

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

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

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

**EXHIBIT O - REFERENCE VERIFICATION FORM**  
**RFQ No. H37-MLITAE-2016-027**

DOCUMENT 00480

**REFERENCE VERIFICATION FORM (00480)**

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

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

**LIST OF CURRENT/PREVIOUS CUSTOMERS**

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

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

3. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

**EXHIBIT O - REFERENCE VERIFICATION FORM**  
**RFQ No. H37-MLITAE-2016-027**

Contract Name/Title: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

4. Company Name: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Contract Name/Title: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

5. Company Name: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Contract Name/Title: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT P - CONTRACT AND CONTRACT EXCEPTION CHART**  
**RFQ No. H37-MLITAE-2016-027**

**Contract and Contract Exception Chart**

This Contract Exception Chart MUST be included with the Submittal or the Submittal will not be considered. Below, is an example Exception Chart, which is included for illustrative purposes only.

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

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

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

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

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

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

**EXHIBIT Q - CERTIFICATE OF INTERESTED PARTIES**  
**RFQ No. H37-MLITAE-2016-027**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT    I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**MLIT A/E DESIGN CONSULTANT SERVICES**  
**RFQ No. H37-MLITAE-2016-027**

**SCOPE OF SERVICES**  
**MLIT A/E DESIGN CONSULTANT SERVICES**

**Attached Separately**

**Attachment B – Program Definition Manual (PDM)**  
See <http://www.fly2houston.com/TDBusiness>

**Attachment C**  
**Utilities Master Plan**  
RFQ No. H37-MLITAE-2016-027

**Attachment C – Utilities Master Plan**

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

**ATTACHMENT D  
SAMPLE CONTRACT  
RFQ No. H37-MLITAE-2016-027**

**SAMPLE CONTRACT – SUBJECT TO CHANGE**  
**Attached Separately**

**ATTACHMENT E  
REQUIRED SUBMITTAL CHECKLIST  
RFQ No. H37-MLITAE-2016-027**

**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 - Letter of Transmittal	
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 (EXHIBITS A – K)	
17.	EXHIBIT A - Offer and Submittal	
18.	EXHIBIT B – Design Consultant Ownership Disclosure & Affidavit of Ownership or Control	
19.	EXHIBIT C - Fair Campaign Ordinance Form “A”	
20.	EXHIBIT D – Statement of Residency	
21.	EXHIBIT E – Drug Detection and Deterrence Procedures	
22.	EXHIBIT F – Pay or Play Acknowledgement Form	
23.	EXHIBIT G – Anti-Collusion Statement	
24.	EXHIBIT H - Conflict of Interest Questionnaire	
25.	Section 14 – Financials (To be submitted in separate sealed envelope)	
26.	Section 15 – Additional Information	
27.	EXHIBIT N - Contact Directory Form	
28.	EXHIBIT O - Reference Verification Form (00480)	
29.	EXHIBIT P - Contract and Contract Exception Chart	
30.	EXHIBIT Q - Certificate of Interested Parties (Form 1295)	

**ATTACHMENT F**  
**PROHIBITED FIRMS**  
**RFQ No. H37-MLITAE-2016-027**

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.

**Firms Prohibited are:**

- HNTB;
- Ricondo & Associates;
- LeighFisher, Inc.