CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
REQUEST FOR QUALIFICATIONS (RFQ)
SOLICITATION NO.: Q-H37-TWAWS-2017-012
REHABILITATION OF TAXIWAYS WA AND WB AT GEORGE BUSH INTERCONTINENTAL AIRPORT HOUSTON (IAH)
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES

<table>
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<tr>
<th>Date Issued:</th>
<th>December 2, 2016</th>
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<tbody>
<tr>
<td>Pre-Submittal Conference:</td>
<td>December 13, 2016, 10:00 A.M., CST</td>
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<tr>
<td>Supply Chain Management Office</td>
<td>18600 Lee Road, Conference Room 113</td>
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<tr>
<td>Humble, TX 77338</td>
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<tr>
<td>Questions Deadline:</td>
<td>December 20, 2016 @ 12:00 P.M., (Noon) CST</td>
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<tr>
<td>Statement of Qualification Due Date:</td>
<td>January 18, 2017 @ 2:00 P.M., CST</td>
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</tbody>
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Solicitation Contact Person: Andre’ Morrow, C.P.M., CPPB
Sr. Procurement Specialist
Supply Chain Management, Houston Airport System
andre.morrow@houstontx.gov  281-233-1046

Project Summary: Provide Construction Manager at Risk (CMAR) Services for the full-depth replacement of Taxiways WA, WB and associated cross taxiways at George Bush Intercontinental Airport (IAH). The work will also include the reconstruction/rehabilitation of existing taxiway/taxilane shoulder pavements; the installation of a subsurface drainage system for all new pavement sections; and new airfield electrical including taxiway edge lighting, taxiway centerline lighting, updated airfield signage, installation of elements for the Surface Movement Guidance and Control System (SMGCS), and all necessary conduit and cabling.

MWBE participation goal: 10% M/WBE - Pre-Construction
31% (21% MBE and 10% WBE) - Construction

NIGP Code: 90903 & 90910
Project Number: 901
CIP Number: A-0656

John J. Gillespie
Chief Procurement Officer
City of Houston

Date
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PART I – GENERAL INFORMATION

1.0 GENERAL INFORMATION

1.1 The City of Houston (City), Houston Airport System (HAS), invites interested firms to submit Statements of Qualifications (SOQ) in accordance with Texas Government Code Chapter 2269 for Construction Manager at Risk (CMAR) to provide CMAR services for the full-depth replacement of taxiways WA, WB and associated cross taxiways at George Bush Intercontinental Airport (IAH). This is a Two-Step process.

1.2 The City is soliciting SOQs from CMAR teams and/or joint ventures for preconstruction and construction services of the Rehabilitation of Taxiways WA and WB project. HAS is seeking a project team approach to construction management with a focus and commitment to achieving design and construction excellence. The CMAR will provide preconstruction services in cooperation with the Engineer of Record. Subsequently, the CMAR will negotiate a Guaranteed Maximum Price (GMP) for the construction phase of the work. A Construction Management at Risk project delivery method will expedite the Project to market and can also strengthen coordination between the Design Consultant and the CMAR. The collaborative effort between the Owner, the CMAR and the Design Consultant will create enhanced synergies throughout delivery of the Project. The successful CMAR will assemble a team that is experienced and technically proficient to work collaboratively with HAS staff, other consultants, and stakeholders. The Estimated Cost of Work: $114,000,000.

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

2.0 SOLICITATION SCHEDULE

2.1 The following schedule has been established for this Solicitation process. The City reserves the right to modify the schedule during the Solicitation process. Changes/Updates will be posted on the HAS website: http://www.houstonairports.biz/ via Letter(s) of Clarification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Scheduled Date</th>
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</thead>
<tbody>
<tr>
<td>Date of RFQ</td>
<td>12/02/2016</td>
</tr>
<tr>
<td>Pre-Submittal Conference and Site Visit</td>
<td>12/13/2016</td>
</tr>
<tr>
<td>Questions from Respondents Due to City</td>
<td>12/20/2016</td>
</tr>
<tr>
<td>Submittals (Step One) Due from Respondents</td>
<td>01/18/2017</td>
</tr>
<tr>
<td>Notification of Shortlisted Firms (Estimated)</td>
<td>02/07/2017</td>
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<tr>
<td>Oral Presentations/Interviews (Step Two) (Estimated)</td>
<td>02/16/17 - 02/17/2017</td>
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<tr>
<td>Price Proposal (Step Two) Due</td>
<td>2/17/2017</td>
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<tr>
<td>Council Agenda Date (Estimated)</td>
<td>5/10/2017</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>5/17/2017</td>
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</tbody>
</table>

2.2 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.
PART II – SCOPE OF SERVICES

3.0 PROJECT DESCRIPTION

3.1 The work is summarized as reconstruction of taxiways over several phases to provide for a taxiway system that will meet FAA airplane Design Group VI requirements. The reconstruction of WA and WB will remain as is currently aligned within the airside of IAH. The following summarizes the general and specific scope of services for CMAR Services for the Rehabilitation of Taxiways WA and WB project at George Bush Intercontinental Airport (IAH). The major construction operations intended for this project at George Bush Intercontinental Airport (IAH), are:

- Full depth reconstruction of Taxiways WA and WB from Taxiway WG to Taxiway WN.
- Full strength pavement and shoulder pavement widening of connector Taxiways WD, WE, WF, WG, WH, WK, WN, WV as well as General Aviation taxilane entrances off of Taxiway WB.
- Demolition and removal of High Speed Taxiways WH, WJ.
- Widening of the Central Cargo Ramp entrance taxilane, including the extension of the existing triple 8’x10’ box culvert under the taxilane.
- New airfield electrical including taxiway edge lighting, taxiway centerline lighting, updated airfield signage, installation of elements for the Surface Movement Guidance and Control System (SMGCS) in order to bring this system on-line and operational, and all necessary conduit and cabling. Replacement of the taxiway edge lighting and taxiway centerline lighting includes upgrading to LED fixtures throughout the Taxiway WA & WB system.
- Improvements to the existing storm water drainage infrastructure.

The work will also include the reconstruction/rehabilitation of existing taxiway/taxilane shoulder pavements adjacent to those full depth reconstruction areas identified above and the installation of a subsurface drainage system for all new pavement sections.

3.2 Please see Attachment “A” for the Taxiway WA & WB Project 901 Definition Manual and the Advertisement Design Drawings for the Scope of Work.

3.3 The CMAR will perform the following pre-construction services:

- Develop a Critical Path Project schedule for each phase and maximum of 720 days for the overall project. Incentive(s) may be offered to decrease total construction days.
- Construction design document review and coordination of modifications with the Engineer of Record, if needed
- Value engineering including schedule reduction opportunities
- Budget and cost consulting
- Regulatory compliance, permits, documentations and submittals.
- Determine sub-contractors as required by state law
- Development of project specific Quality control plan for construction activities.
3.4 The CMAR will perform the following construction services:

- Reconstruct Taxiways WA and WB for a length of approximately 10,000 feet each plus adjoining cross taxiways to ADG VI design standards.
- Remove the existing taxiway edge and centerline lights and install a new LED lighting system including conduit, cable, light fixture bases and light fixtures.
- Revise existing drainage to accommodate new pavement design criteria including underdrains.
- Provide striping, signage, and lighting consistent with FAR 139 Regulations.
- Coordinate all construction with HAS operations to minimize disruptions.
- Implementation of the accepted Quality Control Plan
- The Term of the project is 720 days.

3.5 The Two-Phase Construction Manager at Risk Contract

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

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

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

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

PART III - EVALUATION and SELECTION PROCESS

4.0 EVALUATION AND SCORING

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

4.2 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 listed in Section 5.0.

4.3 The City reserves the right in its sole discretion to (Step ONE):
4.3.1 accept and qualify up to five Step One SOQ’s that the City determines to be the most highly qualified provider of CMAR services based on criteria set forth in this RFQ;
4.3.2 invite the qualified firms to participate in the Step Two proposal submittal process;
4.3.3 grant an award for any or all of the CMAR services described in the Scope of Services;
4.3.4 reissue a Request for Qualifications for all or part of this Two-Step CMAR RFQ; and
4.3.5 withhold the award for any reason it may determine, in its sole discretion, and to waive or decline any technicalities or irregularities in any Step One SOQ.

4.4 All Step ONE SOQs must remain open for 180 days from the SOQ due date pending acceptance by HAS.

4.5 CMAR services will be procured in accordance with all applicable laws pertaining to CMAR services and the terms, conditions, and requirements set forth in this Two-Step RFQ. The Evaluation Committee will evaluate and determine the SOQ submittals deemed qualified to participate in Step Two.

4.6 The City reserves the right in its sole discretion to (Step TWO):
4.6.1 reject any and all Step TWO proposals;
4.6.2 negotiate changes in the scope of the work or services to be provided;
4.6.3 withhold the award for any reason it may determine, in its sole discretion, and to waive or decline any technicalities or irregularities in any Step Two Proposal.

4.7 All Step TWO Proposal submittals must remain open for 180 days from the Step Two Proposal due date pending acceptance by HAS.

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

4.9 The award of the contract will be made to the Respondent offering the response which best meets the needs of the City. The City reserves the right to reject any offer if the qualifications submitted fails to satisfy the City that the Respondent is properly qualified to provide the services contemplated as specified.

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

4.10.1 Step ONE of the selection process shall consist of the following two (2) Parts: PART A / PART B:
   A. PART A – ADMINISTRATIVE REQUIREMENTS
      B. The Respondent shall complete all the City Required Forms located in PART VII – CITY REQUIRED DOCUMENTS AND ATTACHMENTS. The Respondent shall not delete, modify or supplement the printed matter on the City-Required Forms.
   C. PART B – STATEMENT OF QUALIFICATIONS
      D. SOQs from Respondents responding to the RFQ will be reviewed and evaluated. Respondent shall present any attributes that the Respondent believes are unique to its team, making them
especially qualified to perform the services for HAS as it relates to the requirements of this RFQ. The SOQ shall follow the format as indicated in Part IV – Submission of Responses.

E. 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 5.0.

4.10.2 Notification of Shortlisted Respondents (Step ONE):

A. Upon completion of the SOQ evaluation process, the City reserves the right to develop a list of the most qualified Respondents who will be invited to attend an Interview / Oral Presentation and to prepare a Price Proposal. The City will request additional information from Respondents to present at this time. If this step is used, the firm’s designated Key Personnel will be expected to play significant roles in the interview(s).

B. Respondents will be notified in writing of the date/time and location of their interview if they have been chosen for further consideration.

4.10.3 Step TWO of the selection process: PART C – INTERVIEW / ORAL PRESENTATION (Invitation Only)

A. The City will provide a written invitation to attend an interview to the qualified shortlisted Respondents with detailed instructions, an agenda (to include questions, time limits, expectations, etc.), location, and time for each invited Respondent to attend the interview. SOQ scores will not be disclosed to Respondents prior to the interview.

B. 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.

C. Interviews will be rated independently by members of the Evaluation Committee on how well the Respondent responded to each of the interview criteria identified herein. The scores for each sub-category will be totaled to determine the interview score for each Firm’s proposal.

D. After the oral presentations/interviews are completed, a final ranking will be established by the Evaluation Committee.

E. The City is not responsible for any cost associated with the oral interviews.

4.10.4 PART D – PRICE PROPOSAL (STEP-TWO)

A. The Respondent shall complete all the Price Proposal Forms enclosed herein as ATTACHMENT C - PART D – PRICE PROPOSAL FORMS, and shall initial any and all interlineations, alterations or erasures in its submittals. The Respondent shall not delete, modify, or supplement the printed matter on the Price Proposal Forms, or make substitutions thereon.

B. The City will request shortlisted Respondents to submit their sealed Price Proposals including the required Bid Bond. The Price Proposal shall be submitted in a separate sealed envelope identified as PART D – Price Proposal and Bid Bond.

C. All blank spaces in the Price Proposal must be properly filled in and the description of a line item must not be changed. Modifications are not permitted. Any space left blank, any unauthorized addition, change, condition, limitation, or provision attached to the Price Proposal may render it non-responsive and may cause its rejection by HAS. Alterations by erasure or interlineations
must be explained or noted on the Price Proposal over the signature of the Respondent. No post-submittal modification of a Price Proposal will be considered.

1. **Opening the Sealed Price Proposals and Evaluation**
   
The City will open only the sealed Price Proposals from selected shortlisted Respondent(s) and the best value will be evaluated in accordance with Texas Government Code 2269.

2. **Definition of Price Terms**
   
a) **Estimated Cost of Work**
   
   Estimated Cost of Work as defined by the Contract herein. Estimated Cost of the Work does not included allowances. $114,000,000.
   
b) **Preconstruction Services Price (Phase 1)**
   
   Preconstruction services provided by the CMAR during Phase 1, as defined in the Contract Documents. The Preconstruction Price shall also include as separate line items, the Bond and Insurance Cost.
   
c) **CMAR Fee Percentage and Price**
   
   The CMAR Fee is defined in the Contract Documents.
   
d) **Surety Letter**
   
   $TBD.

3. **Best Value**
   
The City shall select the Respondent that submits the proposal that offers the best value for HAS based on the evaluation criteria and scores.

   4.10.5 After Step TWO (with or without presentations/interviews as determined by the City), the City will commence contract negotiations with the most qualified Respondent(s) based upon the sample contract attached to this RFQ. As part of its Step TWO submittal, Respondent shall provide the City with any comments, as described in Section 17.5, it has regarding the sample contract. If negotiations result in agreement, the proposed contract will be submitted to the City Council for approval.

   4.10.6 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.

   4.10.7 Any failure by the Respondent to acquaint itself with the available information will not relieve the Respondent 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.
5.0 EVALUATION CRITERIA

5.1 EVALUATION SUMMARY

5.1.1 Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. Submittals from Respondents that meet the Minimum Qualifications will be evaluated. The City, 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 the City. 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.

5.2 SELECTION PROCESS

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

5.3 Evaluation Criteria and Scores

The following 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 Scope of Services, PDM, and attached Drawings.

Respondents meeting the Minimum Qualifications (PASS/FAIL Criteria) of this RFQ shall be evaluated as follows:

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<thead>
<tr>
<th>MINIMUM QUALIFICATIONS</th>
<th>Pass/Fail</th>
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<tr>
<td>MWSBE Compliance</td>
<td>Pass/Fail</td>
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<tr>
<td>Financial Capabilities</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Experience Modification Ratio</td>
<td>Pass/Fail</td>
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<td>OSHA Records</td>
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<td>Staffing/Key Personnel</td>
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<tr>
<td>Preconstruction Phase Services</td>
<td>25</td>
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<tr>
<td>Construction Phase Services</td>
<td>25</td>
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<tr>
<td>TOTAL SCORE</td>
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</tbody>
</table>
5.4 MINIMUM QUALIFICATIONS AND EVALUATION CRITERIA

5.4.1 MWSBE Compliance (Pass/Fail)
A. As referenced in PART V, Section 14.0 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES (MWSBE) and City required documents listed as Exhibits, Attachments, and referenced in PART VII herein.

5.4.2 Financial Capabilities (Pass/Fail)
A. As referenced in 8.12 SECTION 9.0 FINANCIAL CAPABILITIES, submit audited financial statements for the last two years. Provide evidence of ability to provide the required Surety Bond.

5.4.3 Experience Modification Ratio (Pass/Fail)
A. Respondent and if a Joint Venture, each member of the Joint Venture, must have an Experience Modification Ratio (EMR) at or below 0.95 for the previous 12 months (based on the RFQ issuance date). This information must be validated in a letter from the Respondent’s insurance carrier. Respondent and if a Joint Venture, each member of the Joint Venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.

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

5.4.5 COMPANY EXPERIENCE (30 Points)
A. List all projects that meet the following criteria:
   1. Your company performed as prime on a CMAR contract, including at least one Taxiway or Runway Rehabilitation project with large airport’s airside operations.
   2. Estimated or actual construction cost of an Airside Taxiway or Runway Rehabilitation project greater than $75 million.
   3. In progress or completed within past five years.
B. Arrange projects in descending order of contractual completion date from latest to earliest.
C. Provide the following information for each project, in the order listed:
   1. Project name and delivery method
   2. Location
   3. Scope Summary [include major similarities that would specifically qualify your company for project]
   4. Owner (name, position, address, phone, and email address)
   5. Design Consultant Firm (name, project principal, project manager, address, phone, and email address)
   6. Key staff who are also proposed for Project
   7. Actual or Estimated Construction Cost
   8. Percent complete or date completed
   9. Contractual completion date
   10. Amount of liquidated damages assessed
   11. DBE/MBE/WBE % goal and participation attained
12. Give example where your company overcame extreme adversity, specifically with reference
to demanding cost controls, schedule creep, high turnover in personnel, and the efforts your
company made to overcome those problems.

D. Describe characteristics of your company that most set it apart from others.

E. Identify aspects or elements of this Project that may pose unusual challenges including
operational coordination, quality controls, fast-track construction, or other. Discuss how you will
address such challenges.

F. Has your company ever been terminated from a project with or without cause? If so, provide
details and owner contact’s name, title, telephone number, and e-mail address.

G. List all formal construction contract claims, lawsuits, and demands for arbitration filed by your
organization regarding construction matters over the past 5 years and the disposition of each
(whether by negotiation mediation, or formal dispute resolution process) including damages
sought or awarded. Provide project name and names, telephone numbers, and e-mail addresses
of all parties and counsel, if any.

H. List all formal construction contract claims, lawsuits, judgments and arbitration proceedings filed
against your organization over the past 5 years. Describe the disposition of each proceeding
including damages awarded. Provide project name and names, telephone numbers, and e-mail
addresses of all parties and counsel, if any. You may omit claims for personal injury and property
damage fully covered by insurance and not the subject of any administrative fine, penalty, or
sanction.

I. List projects that were completed late and projects not completed during the last 10 years
(excluding projects currently in progress). Set forth the liquidated damages assessed for such
projects.

J. Describe your Quality Control for the project including oversite of sub-contractors.

5.4.6 STAFFING/KEY PERSONNEL (20 Points)

A. Identify the Key Personnel on the proposed Project team, including an organizational chart for
Preconstruction Phase Services. At a minimum:

1. Provide person’s name (or “Unassigned”), title, and role for each position.
2. Indicate supervisor/subordinate and reporting relationships.
3. Indicate if each position will be exclusively assigned or non-exclusively assigned to this
   Project.
4. Indicate proposed team members with prior working relationships on similar projects.

B. Identify the Key Personnel on the proposed Project team, including an organizational chart for
Construction Phase Services. At a minimum:

1. Provide person’s name (or “Unassigned”) and title, and role for each position.
2. Indicate supervisor/subordinate and reporting relationships.
3. Indicate if each position will be exclusively assigned or non-exclusively assigned to this
   Project.
4. Indicate proposed team members with prior working relationships on similar projects.

C. Submit (maximum 2 page) resumes for the proposed Key Personnel including key personnel of
sub-contractors to be assigned to the Project (by whatever title called). At a minimum, include
the following:
Resume for each of the Key Personnel shall demonstrate their qualifications and experience to perform the roles identified in the above narrative. Resumes shall include a description of training and experience in their respective areas of expertise, including their education, professional licensing, airport experience, CMAR experience, and other work experience over a minimum of five (5) years. Resumes shall indicate whether each person has previously worked with members of the proposed team on similar projects (Submit Key Personnel Resume Checklist: Attachment “F”).

D. Key personnel identified in this submittal will be expected to remain assigned to this project for the term of the Agreement and remain on their specific assignment. Written assurance that the Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without HAS’s prior written approval (Use the form in Attachment “G” - Key Personnel Commitment Letter).

E. Provide a staffing plan in a table format that lists all Key Personnel required to develop and implement the Preconstruction Phase services (Use the form in Attachment “I” Resource-Loaded Staffing Plan).

5.4.7 PRECONSTRUCTION PHASE SERVICES (25 Points)

A. Describe your organization’s concepts for working in a team relationship with the owner and engineering consultants during the Preconstruction Phase services.

B. Discuss methodology of reviewing completed construction documents, site conditions and proposed phasing. Discuss methods of documenting and proposing changes to construction documents.

C. Discuss plan for coordination of phasing, security, and operations.

D. Discuss participation of possible subcontractors in preconstruction phase.

E. Discuss scheduling and estimating efforts during preconstruction phase.

F. Discuss subcontracting plan. Discuss methodology of advertising for, negotiations with and awarding of contracts for subcontracted work, including participation of owner in same.

G. List subcontractors in which your organization has any ownership or control, directly or indirectly, that you may propose to employ on this Project. Describe the category of work normally performed by such subcontractors. Describe the extent of ownership and/or type of control.

5.4.8 CONSTRUCTION PHASE SERVICES (25 Points)

A. Discuss scheduling and schedule control.

B. Discuss document control of submittals, O&M manuals, and training requirements, etc.

C. Discuss electronic systems for document control, scheduling, cost loading and cost control.

D. Discuss cost control. Discuss how this will flow down to the subcontractors.

E. Discuss your safety program. Discuss innovative approaches to safety improvements or corrections of systematic safety problems you made on past projects.
F. Include your approach to maintain a safe environment within the airside of a major airport.

G. Discuss your quality-control program. What is your system for identifying, tracking, maintaining a quality product through preventive proactive measures, and where needed the correction of nonconforming work.

H. Discuss coordination of work among subcontractors.

I. Discuss methodology for identifying/protecting sub surface utilities within the project area.

J. Discuss methodology for coordination work with airport operations, and regulatory agencies.

6.0 USE OF SUB-CONTRACTORS

6.1 It is expected that the prime CMAR firm will assemble a team of sub-contractors 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-contractor team must be described in the Statement of Qualifications. The proposed team of sub- sub-contractors will be reviewed by the City during the selection process.

PART IV – SUBMISSION OF RESPONSES

7.0 INSTRUCTION FOR SUBMITTALS

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

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

The City shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their submittal to the address above 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 submittal of a SOQ does not in any way commit the City to enter into an agreement with that Respondent or any other Respondent.

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

A. Submit, in a separate, sealed envelope, clearly marked “Financial Statements”, one (1) stamped “Original” and one (1) copy and one (1) electronic copy (USB thumb drive) of its of Firm(s)’ Financial Statements.

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

C. 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.

7.2 Time for Submission. Submittals shall be submitted no later than the date and time indicated for submittal in this RFQ. Late submittals will not be considered and will be returned unopened.
7.3 **Format.** Submittal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submittal requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

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

7.5 **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.

7.6 **Timely Delivery of Submissions.** The Submittal must be delivered by hand or sent to the Chief Procurement Officer, 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 City of Houston Strategic Procurement Division (SPD) 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.

7.7 **Late Submissions.** The Respondent remains responsible for ensuring that its Submittal is received at the time, date, place, and office specified. The City assumes no responsibility for any Submittal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

8.0 **SUBMISSION REQUIREMENTS**

Each RFQ response shall be organized in the following order:

8.1 **Outside Cover**

This shall contain the name of the RFQ “Q-H37-TWAWB-2017-012, Rehabilitation of Taxiways WA and WB at George Bush Intercontinental Airport Houston (IAH) Construction Manager At Risk (CMAR) Services”, the name of the Respondent, and the submittal date. Remember to label the original documents as “ORIGINAL” on the outside cover.

8.2 **Table of Contents**

8.3 **Team Introduction Letter** (Maximum of 2 Pages)

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

8.4 **SECTION 1 – TRANSMITTAL LETTER** (Maximum of 1 Page)

8.4.1 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.”

8.4.2 The letter shall contain the name and role of all individuals proposed for the Team, and the Respondent must certify that all Key Personnel were selected based on demonstrated competence and qualifications.

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

8.4.4 One copy of the transmittal letter shall contain the original signature of the team lead.
8.4.5 The Respondent’s transmittal letter must acknowledge the receipt of all RFQ Letters of Clarification.

8.5 SECTION 2 – DESCRIPTION OF FIRM (Maximum of 4 Pages)

8.5.1 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.

8.6 SECTION 3 – EXECUTIVE SUMMARY (Maximum of 8 Pages)

8.6.1 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 of Qualifications. At a minimum, the Executive Summary must contain the following information:

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

B. Prepare a narrative statement that describes the Respondent’s understanding of the work involved in performing the Scope of Services that is described in Attachment A.

C. The Respondent shall address its understanding of the following:
   1. Proposed Scope of Services
   2. The complexity, challenges, and problems involved in planning and performing the work associated with the proposed Scope of Services
   3. Description on how to best utilize sub-consultants to achieve project success
   4. Approaches and philosophy of dealing with problems
   5. Experience dealing with key issues
   6. Any additional issues or matters relating to the Scope of Services that the Respondent believes should be addressed

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

8.7 SECTION 4 – COMPANY EXPERIENCE, Refer to Section 5.4.5

8.8 SECTION 5 – STAFFING/KEY PERSONNEL, Refer to Section 5.4.6

8.9 SECTION 6 – PRECONSTRUCTION PHASE SERVICES, Refer to Section 5.4.7

8.10 SECTION 7 – CONSTRUCTION PHASE SERVICES, Refer to Section 5.4.8

8.11 SECTION 8 – OTHER CITY ORDINANCES, POLICIES AND EXECUTIVE ORDERS

8.11.1 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.
8.12 SECTION 9 – FINANCIAL CAPABILITIES

8.12.1 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.

A. Respondent must provide audited financial statements if they are available. If audited financial statements are not available. Respondent must provide tax returns with unaudited or reviewed financials.

B. Provide a brief statement of the Respondent’s bonding ability to fulfill the obligations.

8.13 SECTION 10 – ADDITIONAL INFORMATION

8.13.1 The Respondent is invited to describe any particular aspects of its organization or submittal that, by way of background, experience, unique qualifications, or other basis would set it apart from the competition in its ability to accomplish the Scope of Services.

8.13.2 Experience Modification Ratio

8.13.3 OSHA Records

PART V – GENERAL TERMS AND SPECIAL CONDITIONS

9.0 GENERAL TERMS

9.1 CONTRACTOR PERFORMANCE LANGUAGE

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

9.2 INSPECTIONS AND AUDITS

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

9.3 INTERPRETING SPECIFICATIONS

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

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

9.4 CONTRACTOR DEBT

9.4.1 If contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the city controller in writing. If the city controller becomes aware that contractor has incurred a debt, he shall immediately notify contractor in writing. If contractor does not pay the debt within 30 days of either such notification, the city controller may deduct funds in an amount equal to the debt from any payments owed to contractor under this agreement, and contractor waives any recourse therefor.

9.5 COMPETENCY OF RESPONDENT

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

9.6 DISQUALIFICATION OF RESPONDENT

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

A. Evidence of collusion among Respondents
B. Default on a previous project for failure to perform
C. Failure to meet Minimum Qualifications requirements

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 coverages,
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 submittal or of any costs incurred prior to the execution of a final contract.

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.

10.11.1 A copy of the Respondent’s drug-free workplace policy

10.11.2 A Drug Policy Compliance Agreement substantially in the format described in the EO, together with a designation of safety impact positions.

10.11.3 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:

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

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

11.1.3 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:

12.1 Evaluate the SOQ’s submitted;

12.2 Waive any irregularities therein;

12.3 Select Respondents for the submittal of more detailed information;

12.4 Request supplemental or additional information as necessary

12.5 Accept any submittal or portion of a submittal;

12.6 Contact others to verify information provided in the submittal; and/or

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

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. If the Contractor’s total Construction Cost Estimate for the Project is greater than One Million Dollars, the contractor shall make Good Faith Efforts to comply with the City Ordinances and the Requirements for the City of Houston Program for Minority, Women, and Small Business Enterprises (MWSBE) for CMAR and D-B Contracts (Document 00808A). The MWSBE Participation goals for this contract (Contract Goals) are as follows:

14.2.1 The M/WBE goal is 10% pre-construction and 31% construction
   - MWBE goal is 10% percent (pre-construction)
   - MBE goal is 21% percent (construction)
   - WBE goal is 10% percent (construction)

14.2.2 The bidder may substitute SBE participation of no more than four percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal for construction only.

The M/WBE, MBE, WBE, and SBE goals are unique and specific to this Agreement. The contractor shall make reasonable efforts to achieve these goals. For Preconstruction Services the Respondent has to submit the subcontractors they will be using for minority participation credit demonstrating their respective percentages and scope(s) of work. For construction, the Successful Respondent will have to submit the subcontractors they will be using for minority participation credit demonstrating their respective percentages and scope(s) of work at time of submission of the Guaranteed Maximum Price.

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

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

15.0 PROTEST

An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances as set forth in City of Houston Administrative Policy 5-12.

16.0 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.

PART VI – INSTRUCTIONS TO RESPONDENTS

17.0 INSTRUCTIONS TO RESPONDENT

17.1 Pre-Submittal Conference and Tour

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

Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Submittal Conference will be confirmed in writing by Letter(s) of Clarification (LOC) prior to the Submittal due date. Verbal responses will not alter the specifications, terms, and conditions as stated herein.

A tour of WA WB taxiway related areas will be scheduled for all interested parties. The tour will take place immediately following the Pre-Submittal Conference; however, the tour is not mandatory. In order to facilitate security clearance and adequate transportation for participants, HAS requests that interested parties advise HAS of their intention to participate in the tour.

To register for the tour, e-mail the attached Registration Form (Attachments “M” no later than 2:00 p.m. CST, December 12, 2016 to:

Houston Airport System  
Attn: Andre’ K. Morrow  
andre.morrow@houstontx.gov  
Fax: 281-233-1685

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in the tour because of a disability shall contact Andre’ Morrow, no later than five (5) days prior to the tour at e-mail: Andre.Morrow@houstontx.gov.

17.2 TOUR SECURITY PROCEDURES

Submit the Registration Form as instructed above. If one elects not to participate in the tour, then pre-registration is not required. It is requested that your firm limit the number of tour attendees to no more than three (3) people.

For security purposes, attendees planning to participate on the tour must bring current picture identification (driver’s license or passport) to the tour for security screening.
17.3 **Additional Information and Specification Changes**

Requests for additional information and questions should be addressed via email to the HAS Sr. Procurement Specialist, André K. Morrow, C.P.M., CPPB: Andre.Morrow@houstontx.gov no later than 12:00 pm (Noon) CST, December 20, 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.

17.4 **Letter(s) of Clarification**

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

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

17.5 **Examination of Documents and Requirements**

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

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

17.6 **Exceptions to Terms and Conditions**

17.6.1 All exceptions included with the Submittal shall be submitted in a clearly identified separate section of the Submittal in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Respondent’s preprinted or standard terms will not be considered by the City as a part of any resulting contract.

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

17.6.3 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 (Attachment F). Such exceptions will be considered when evaluating the short-listed Respondent’s response to this RFQ. If a short-listed Respondent takes exception to the contract language (more than simply a deletion), it must include its proposed alternative
language for the City’s consideration. Redlines and the Contract Exception Chart will be due at the date and time set forth in the notice inviting the short-listed Respondents to an interview, which due date will be on or before the date and time of the Respondent’s interview.

17.7 **Post-Submittal Discussions with Respondent(s)**

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

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

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

- 00450 Bidder’s Statement of MBE/WBE/PDBE/DBE/SBE Status
- 00454 Affidavit of Non-Interest
- 00455 Ownership Information Form
- 00457 Conflict of Interest Questionnaire
- 00460 POP 1 Program Acknowledgement Form
- 00480 Reference Verification Form
- 00481 Anti-Collusion Statement

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

- 00501 Resolution of Corporation
- 00570 Bidders MWSBE Participation Plan
- 00571 Record of Post-Award Good Faith Efforts
- 00572 Contractor’s Request For Plan Deviation
- 00600 List of Proposed Subs and Suppliers
- 00601 Drug Policy Compliance Agreement
- 00604 History of OSHA Actions and List of On-The-Job Injuries
- 00606 Contractor’s Certificate of No Safety Impact Positions
- 00620 Affidavit of Insurance
- 00621 COH Certificate of Insurance (ACORN Form)
- 00630 Certificate of Compliance with POP program
- 00631 POP Program List of Subs
- 00632 OBO Certification by Professional Service Provider
- 00636 Form 1295 – Certificate of Interested Parties
- 00842 Letter of Intent
20.0 ATTACHMENTS

Attachment A – Advertisement Design Drawings
Attachment B – Taxiways WA and WB at IAH Program Definition Manual (PDM)
Attachment C – RFP Price Proposal Form (Step 2 Only: Not to be submitted with SOQ STEP 1)
Attachment D – MWBE Subcontract Terms
Attachment E – Contract Exception Chart
Attachment F – Key Personnel Resume Checklist
Attachment G – Key Personnel Commitment Letter
Attachment H – Surety Letter of Intent
Attachment I – Resource Loaded Staffing Plan
Attachment J – Project Experience Form
Attachment K – SAMPLE CONTRACT
Attachment L – Required Submittal Checklist
Attachment M – Required Submittal Checklist
ATTACHMENT “A”

Rehabilitation of Taxiways WA and WB at IAH - CMAR Services
RFQ No. Q-H37-TWAWB-2017-012

Advertisement Design Drawings

(ATTACHED SEPARATELY)

See http://www.fly2houston.com
Attachment B
Rehabilitation of Taxiways WA and WB at IAH - CMAR Services

Program Definition Manual (PDM)

(ATTACHED SEPARATELY)

See http://www.fly2houston.com
REHABILITATION OF TAXIWAYS WA AND WB AT IAH
CMAR PRICE PROPOSAL FORM
[BASED UPON THE SCOPE OF SERVICES AND CONTRACT DOCUMENTS]

The figure below includes the Cost of Work for the Rehabilitation of Taxiways WA and WB at IAH packages, unescalated (Base Date May 2016).

Pricing Components

1) Pre–construction Services Price – Lump Sum $________________________

2) CMAR Fee percentage & Fee amount based on projected estimated Cost of Work of $114,000,000
   A. CMAR Fee percentage __________________% 
   B. CMAR Fee amount $________________________

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

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

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

Phone Number: 
E-mail Address: 
By:  Respondent’s Business Address
CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

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

1. (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).

2. (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “The Act”). Arbitration shall be conducted according to the following procedures:

   a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

   b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with the American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Office of Business Opportunity Policy and/or Ordinance, contact the Office of Business Opportunity Division at 713.837.9000, 611 Walker Street, 7th Floor, Houston, Texas 77002.
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.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>CONTRACT SECTION</th>
<th>CONTRACT LANGUAGE¹</th>
<th>REVISED LANGUAGE IN RED-LINE FORMAT²</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Invoices</td>
<td>Contractor shall submit weekly invoices to the City for Products and Services in accordance with the requirements specified in this Section.</td>
<td>Contractor shall submit weekly/monthly invoices to the City for Products and Services in accordance with the requirements specified in this Section.</td>
<td>Respondent’s system is set up to bill on a monthly basis.</td>
</tr>
<tr>
<td>2</td>
<td>Contract Term</td>
<td>This Agreement is effective on the Countersignature Date and remains in effect for 2 years unless sooner terminated under this Agreement (“Initial Term”).</td>
<td>This Agreement is effective on the Countersignature Date and remains in effect for 2 years 3 years unless sooner terminated under this Agreement (“Initial Term”).</td>
<td>Respondent’s proposal will require 3 years to complete</td>
</tr>
</tbody>
</table>

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:

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

¹ NOTE THAT THIS LANGUAGE IS MERELY ILLUSTRATIVE AND DOES NOT NECESSARILY REPRESENT ANY ACTUAL LANGUAGE IN THE RFP OR TERMS AND CONDITIONS RELATED TO THE RFP. RESPONDENT SHALL INCLUDE THE EXACT LANGUAGE FROM THE RFQ OR THE TERMS AND CONDITIONS IN THIS COLUMN.
² THE EXAMPLES OF REDLINED LANGUAGE ARE MERELY ILLUSTRATIVE AND DO NOT INDICATE LANGUAGE THAT THE CITY WOULD OR WOULD NOT ACCEPT OR BE WILLING TO AGREE TO.
KEY PERSONNEL RESUME CHECKLIST
Submit individual Resumes for KEY PERSONNEL

☐ RESPONDENT: Prime Respondent

☐ KEY POSITION:

☐ NAME: of Key Personnel

☐ PROFESSIONAL LICENSE:

☐ FIRM: Employer of Key Personnel

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

☐ TOTAL YEARS OF EXPERIENCE

☐ EDUCATION:

☐ WORK HISTORY: Relevant Experience With Similar Projects.
   Highlight Projects’ Similarities in:
   - Scope
   - Schedule
   - Delivery Methods (In particular, CMAR)
   - Political Environment
   - Stakeholder Interaction
   - Project Cost/Value
   - Experience working with proposed CMAR team

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

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

Subject: Letter of Commitment of Key Personnel

Re: Request for Proposals for the Rehabilitation of Taxiways WA and WB at IAH - CMAR Services
RFQ No. Q-H37-TWAWB-2017-012

Dear XXX,

Reference is made to the Request for Qualifications for the Construction Manager at Risk for the Rehabilitation of Taxiways WA and WB at IAH requirement for certain Key Personnel:

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

Accordingly, [RESPONDENT] and the individuals proposed below hereby provide their commitment to the Rehabilitation of Taxiways WA and WB at IAH Project.

Sincerely,

Name
Title
Firm
SURETY LETTER OF INTENT

Re: REQUEST FOR QUALIFICATIONS – REHABILITATION OF TAXIWAYS WA AND WB AT IAH - CMAR SERVICES

Dear Madam:

Surety understands that the Contract will be for a Not-To-Exceed amount of $125 million, with a Guaranteed Maximum Price to be established at the completion of the sixty percent (60%) design documents. The Performance Bond and Payment Bond will be awarded for One Hundred Percent (100%) of the Contract’s Not-To-Exceed Price.

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

(Signature)
(Type or Print Name)
(Title)
Phone Number:
E-mail Address:

By: Respondent’s Business Address:

Andre’ K. Morrow, C.P.M., CPPB
Senior Procurement Specialist
Houston Airport System
Supply Chain Management
18600 Lee Road
Humble, TX 77338
### Federal Inspection Services (FIS) Renovation and Expansion

#### Resource-Loaded Staffing Plan Form

| Staff Position                          | Name of Staff Member | Quantity of Staff for Position | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | Total Hours |
|-----------------------------------------|----------------------|--------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|
| **Pre-Construction Staff During Pre-Construction Services** |                      |                                 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| **Construction Staff During Pre-Construction Services**    |                      |                                 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |

Add additional pages to describe each Key Personnel staff position responsibilities. [These sheets must be 11 X 17]
PROJECT EXPERIENCE FORM

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

PROJECT AND TEAM INFORMATION

Project Name: ________________________________________________
Project Location: ________________________________________________
Project Delivery Method (CMAR, Design Build, etc.): ________________________________

OWNER INFORMATION

Owner’s Name: ________________________________________________
Address: ________________________________________________________
Contact (Name & Title): ____________________________________________
Telephone: ___________________  Email: ____________________________

CMAR INFORMATION

CMAR Name: ________________________________________________
Address: ________________________________________________________
Contact (Name & Title): ____________________________________________
Telephone: ___________________  Email: ____________________________
Project Manager for Project: ________________________________________
Superintendent for Project: _______________________________________  

DESIGN CONSULTANT INFORMATION

Design Firm: ________________________________________________
Address: ________________________________________________________
Contact (Name & Title): ____________________________________________
Telephone: ___________________  Email: ____________________________

RFQ No.: Q-H37-TWAWB-2017-012
Project Manager for Project:

**CONTRACT INFORMATION (TIME & COST)**

<table>
<thead>
<tr>
<th>Project Start Date</th>
<th>Scheduled Completion Date</th>
<th>Actual Completion Date</th>
<th>Days Extended Due to Unexcused Delays</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Base Contract Amount</th>
<th>Adjustment Due to Owner Requested Changes</th>
<th>Adjustment Due to Other Change Orders</th>
<th>Final (or Current if Incomplete) Change Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**GENERAL PROJECT DETAILS**

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

Did major trade sub-contractors get on board before Design completion? (Yes or No): ______

**Did the project include the following? Check applicable boxes.**

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

Fill this page for Airport Projects being considered as comparable to the WA/WB Taxiway Project.

**AIRPORT PROJECT DETAILS**

Did the project include the construction of Taxiway(s) and Airfield improvements of comparable size and technical complexity to the WA/WB Taxiway project? (Yes or No): ______

**PROJECT DESCRIPTION – One (1) Page per project**

Provide (or attach) a brief project description, addressing, where applicable, the project components listed in previous pages:
(ATTACHED SEPARATELY)
<table>
<thead>
<tr>
<th>Item #</th>
<th>REQUIRED SUBMITTAL</th>
<th>Check (√)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Team Introduction Letter</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Section 1 – Transmittal Letter</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Section 2 – Description Of Firm</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Section 3 – Executive Summary</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Section 4 – Company Experience</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Section 5 – Staffing/Key Personnel</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Section 6 – Preconstruction Phase Services</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Section 7 – Construction Phase Services</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Section 8 – Other City Ordinances, Policies And Executive Orders</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>00450 Bidder’s Statement of MBE/WBE/PDBE/DBE/SBE Status</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>00452 Contractor Submittal List, Fair Campaign Ordinance</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>00454 Affidavit of Non-Interest</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>00455 Ownership Information Form</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>00457 Conflict of Interest Questionnaire</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>00460 POP 1 Program Acknowledgement Form</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>00480 Reference Verification Form</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Section 9 – Financial Capabilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(To be submitted in separate sealed envelope)</em></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Section 10 – Additional Information</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Experience Modification Ratio (EMR)</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>OSHA Records</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
George Bush Intercontinental Airport (IAH) guided airside WA & WB tour will be held on December 13, 2016 immediately following the Pre-Submittal Conference. The tour will occur on the secured sides of the Airport; therefore, unless an attendee is flying on the day of the meeting, it will be necessary to escort attendees through the security checkpoint. To facilitate security clearance, HAS requests interested individuals register for the Pre-Submittal Tour. Please complete and email this form to:

Houston Airport System  
Attn: Andre’ K. Morrow  
Andre.Morrow@houstontx.gov

- Attendees are to email this form to Andre’ Morrow no later than 2:00 p.m. CST on December 12, 2016 in order to participate in the tour.

- To participate in the tour, attendees must bring current picture identification, such as a driver’s license or passport.

- Respondents are requested to limit the number of touring attendees to no more than three people per business.