CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
REQUEST FOR QUALIFICATIONS (RFQ)
DESIGN–BUILD FOR VEHICLE MAINTENANCE FACILITY

Date Issued: December 28, 2018

Pre-Submission Conference: January 10, 2019, 10:00 A.M., CST @ SCM Building, Conference Rm # 113 18600 Lee Road Houston Texas 77338

Questions Deadline: January 18, 2019 @ 12:00 Noon, CST

Solicitation Due Date: February 28, 2019 @ 2:00 P.M., CST

Solicitation Contact Person: Alfredo Oracion Sr. Procurement Specialist, Supply Chain Management alfredo.oracion@houstontx.gov 281-230-8009

Project Summary: HAS is soliciting for the procurement of a Design Builder to deliver the new Vehicle Maintenance Facility, located south of Will Clayton Pkwy, just east of the existing Fire Station #92, Fleet Fuel Station and Vehicle Wash.

NIGP Code: 90625

MBE Goal: 28%
WBE Goal: 10%

Jerry Adams
Chief Procurement Officer

Date
2/21/2018
# TABLE OF CONTENTS

**PART I – GENERAL INFORMATION** .................................................................................................................. 2
1.0 GENERAL INFORMATION .............................................................................................................................. 2
2.0 PROGRAM BACKGROUND .............................................................................................................................. 2
3.0 SCHEDULE ...................................................................................................................................................... 4
4.0 SOLICITATION SCHEDULE ........................................................................................................................... 4
5.0 PROCUREMENT PROCESS OVERVIEW .......................................................................................................... 5

**PART II – SCOPE OF WORK/GENERAL REQUIREMENTS** .................................................................................. 6
6.0 GENERAL REQUIREMENTS .......................................................................................................................... 6
7.0 QUALIFICATIONS OF RESPONDENTS ........................................................................................................... 6
8.0 OTHER INFORMATION ................................................................................................................................... 9

**PART III – EVALUATION, SCORING AND SELECTION PROCESS** ................................................................. 10
9.0 RFQ SCORING PROCESS ............................................................................................................................... 10
10.0 STEP ONE: REQUEST FOR QUALIFICATIONS ........................................................................................... 11
11.0 ADDITIONAL INFORMATION, INTERVIEW AND ORAL PRESENTATION - STEP TWO .............................................. 17

**PART IV – SUBMISSION OF RESPONSES** ..................................................................................................... 21
12.0 INSTRUCTION FOR SUBMISSIONS ................................................................................................................. 21

**PART V – GENERAL TERMS AND SPECIAL CONDITIONS** ............................................................................ 22
13.0 GENERAL TERMS ......................................................................................................................................... 22
14.0 SPECIAL CONDITIONS .................................................................................................................................. 23

**PART VI – INSTRUCTIONS TO RESPONDENTS** ............................................................................................. 26
15.0 PRE-SUBMISSION CONFERENCE .................................................................................................................. 26
16.0 ATTACHMENTS .............................................................................................................................................. 29
17.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATION ............................................................ 29
18.0 FORMS TO BE SUBMITTED WITH ADDITIONAL INFORMATION ..................................................................... 29
19.0 DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL FIRM ............................................................................. 29
PART I – GENERAL INFORMATION

1.0 GENERAL INFORMATION

1.1 The City of Houston (City) invites interested firms to submit Statements of Qualifications (SOQ) in accordance with Texas Government Code Chapter 2269, Subchapter G, for Design Build service delivery of the new Vehicle Maintenance Facility, located south of Will Clayton Pkwy, just east of the existing Fire Station #92, Fleet Fuel Station and Vehicle Wash.

1.2 The City is soliciting qualifications and responses from Design-Build firms, teams, and/or joint ventures for the design and construction of the new Vehicle Maintenance Facility hereafter referred to as the “Project”. The City is seeking a project team approach to design and construction with a focus and commitment to achieving design and construction excellence. The Design Build Contractor’s scope of work for the Project will be performed in two distinct phases under the Design-Build Agreement between the City and Design Build Contractor.

1.3 Design Criteria Package is provided as Attachment B in this solicitation.

2.0 PROGRAM BACKGROUND

2.1 The Permanent Vehicle Maintenance Facility, identified by this Project, will be a state of the art facility, built to fulfill the City’s commitment to the working conditions and the shop environment of the valued employees who keep our Fleet in optimal working condition. When construction is complete, the Permanent facility will also serve as office space for various other HAS employee groups.

2.2 The current Vehicle Maintenance Department is located in a temporary facility at G3 Viscount Rd., and the lease agreement will end in the fourth quarter of 2019. The Shuttle Bus Operation Maintenance agreement is changing in FY2020. This change has become the critical activity in the proposed construction schedule. The Shuttle Bus Maintenance service must be open and available for service at the end of December 2019. Airfield Operations will also be relocating to this new facility, as the new VMF is an enabling project for United Airlines United Technical Operations Center (UTOC) project.

2.3 Vision

2.3.1 Key to this Project’s success is to support the Houston Airport System’s Vision Statement to establish Houston as a five-star global air service gateway where the magic of flight is celebrated.

2.3.2 The Design Build Contractor shall embrace the following HAS core values in completing the design and the construction of this Project.
Relationships

<table>
<thead>
<tr>
<th>Service</th>
</tr>
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<tbody>
<tr>
<td>We work together with integrity; treat everyone individual with courtesy and respect.</td>
</tr>
<tr>
<td>We honor our commitments and behave in a manner that earns trust.</td>
</tr>
<tr>
<td>We promote collaboration and teamwork across the organization.</td>
</tr>
<tr>
<td>We are reliable and trustworthy; we honor our promises and commitments.</td>
</tr>
<tr>
<td>We are open, positive and constructive in our feedback.</td>
</tr>
<tr>
<td>We treat people like they want to be treated.</td>
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<tr>
<td>We take responsibility for our actions.</td>
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<td>We lead by example.</td>
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Innovation

<table>
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<tr>
<th>Excellence</th>
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<tbody>
<tr>
<td>We have the courage and willingness to consider new and unconventional ways of thinking.</td>
</tr>
<tr>
<td>We assume responsibility for learning new things.</td>
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<tr>
<td>We embrace new ideas.</td>
</tr>
<tr>
<td>We listen with an open mind.</td>
</tr>
<tr>
<td>We are future-focused; “I’ve always done it this way” does not exist in our vocabulary.</td>
</tr>
<tr>
<td>We recognize change as an opportunity.</td>
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</tbody>
</table>

Objectives for Project delivery are as follows:

2.3.3.1 Quality: Deliver a project that exceeds the minimum performance specification outlined in the Design Criteria Package.

2.3.3.2 Cost: Obtain the most cost effective design and construction that will optimize the total cost of ownership for HAS.

2.3.3.3 Schedule: Achieve the scheduled completion dates for design, construction, and performance testing of the Project. Anticipate night work shifts during construction and other off-hour work schedules.

2.3.3.4 Public: Provide a safe and effective project that minimizes nuisance impacts to the public.

2.3.3.5 Traffic: Maintain existing traffic patterns at all times.
2.3.3.6 Risk: Effectively manage and achieve an optimal balance of risk allocation between HAS and the Design Build Contractor.

2.3.3.7 Safety: Manage and implement an effective safety program incorporating industry best practices.

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

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

3.0 SCHEDULE

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

4.0 SOLICITATION SCHEDULE

4.1 The following schedule has been established for this Solicitation process. The City reserves the right to modify the schedule during the Solicitation process. Changes/Updates will be posted on the SPD website (http://purchasing.houstontx.gov) and the HAS website (http://www/fly2houston.com/) via Letter(s) of Clarification.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date RFQ Published</td>
<td>12/28/18</td>
</tr>
<tr>
<td>Pre-Submission Conference</td>
<td>01/10/19</td>
</tr>
<tr>
<td>Questions from Respondents Due to City</td>
<td>01/18/19</td>
</tr>
<tr>
<td>Submission Due from Respondent</td>
<td>02/28/19</td>
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<tr>
<td>Notification of Shortlisted Firms</td>
<td>03/20/19</td>
</tr>
<tr>
<td>Submission of Additional Information</td>
<td>04/03/19</td>
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<tr>
<td>Oral Interview/Presentation</td>
<td>04/18/19</td>
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<tr>
<td>Negotiation (Estimated)</td>
<td>05/24/19</td>
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<tr>
<td>City Council Agenda Date (Estimated)</td>
<td>06/26/19</td>
</tr>
<tr>
<td>Contract Start (Estimated)</td>
<td>07/22/19</td>
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</table>
5.0 PROCUREMENT PROCESS OVERVIEW

5.1 Procurement Approach

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

5.1.2 The City will conduct a Pre-Submission Conference for this solicitation. Please refer to the procurement schedule for exact details of time and place. At the conference, the City will present an overview of the Project scope, including the procurement process, schedule, and required forms for the Project. Attendance is highly recommended.

5.1.3 The SOQs will be reviewed and evaluated in accordance with this RFQ to develop a Shortlist (maximum of 5) of Qualified Respondents deemed as the most qualified to execute the Design-Build Project on behalf of the City. Firms shortlisted will receive an invitation to proceed to Oral Interview/Presentation, **Step Two** of the process.

5.1.4 During **Step Two** of the procurement process the City will evaluate the shortlisted firms based on the established criteria (Section 11.4) for Oral Interview/Presentation.

5.2 Contracting Approach

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

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

**Phase 1** – Pre-Construction and Shuttle Bus Maintenance Construction: This phase will commence shortly after award of the Contract and upon issuance of a Phase 1 Notice to Proceed (NTP) by the City and in accordance with the accepted PRICE PROPOSAL for Phase 1 Services. The culmination of Phase 1 will include negotiation of a Guaranteed Maximum Price (GMP), the construction & occupancy of the Shuttle Bus Maintenance area, and the construction of the Vehicle Maintenance Facility (VMF) area in accordance with the Scope of Work. Phase 1 includes Pre-Construction activities, some site work, the building shell, as well as the build-out of the VMF and Shuttle Bus maintenance areas. Shuttle Bus Maintenance area is the initial priority and staff must be able to occupy their designated area by December 2019.

**Phase 2** – Remaining Construction Services: The Phase 2- Construction NTP is constrained by the requirement to establish a Guaranteed Maximum Price (GMP) for the Project at 60% completion of Design. Therefore, Phase 2 will commence only upon issuance of a Phase 2 - Construction NTP by the City and will be completed in accordance with the Scope of Work. Phase 2 of construction includes the build out of the second floor (Supply Chain Management & Airfield Operations), site work, and any other required items for complete buildout and full occupancy. (note that the design documents do provide an approved layout for the SCM and OPS spaces for reference). At no time will Phase 2 schedule interfere with the set Phase 1 completion date of December 2019 unless the proposed work is conducive to the completion of Phase 1.
PART II – SCOPE OF WORK/GENERAL REQUIREMENTS

6.0 GENERAL REQUIREMENTS

6.1 The City of Houston will rely upon the contractor to verify that any prospective participating vendors and subcontractors are appropriately licensed, insured, and has arranged to work with a bonding company as well as financial institution; provide quality work; and meet all other requirements specified by the Agreement pursuant to procedures and policies of the City. The City reserves the right to add, delete, or modify any requirements at its discretion.

7.0 QUALIFICATIONS OF RESPONDENTS

7.1 Demonstrated Competence and Qualifications

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

7.2 Performance and Payment Bonds

7.2.1 Respondents are on notice that, as provided in Chapter 2269 of the Texas Government Code, the Design Build Contractor will be required to provide performance and payment bonds on forms prescribed by the City no later than the 10th Calendar Day after the date the Design Build Contractor executes the Design-Build Agreement. The penal sums for the performance and payment bonds must be in an amount equal to the estimated Cost of the Work of $15,830,602.

7.3 Surety Letter of Intent

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

7.4 Financial Capabilities

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

7.4.2 If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

7.4.2.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

7.4.2.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

7.4.2.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
7.4.2.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Bidder’s financial ability to perform this contract.

7.4.2.5 If Bidder is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Bidder shall submit an annual report that includes:

7.4.2.5.1 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

7.4.2.5.2 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

7.4.2.5.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Bidder’s financial ability to perform this contract; OR

7.4.2.5.4 Other financial information sufficient for the City, in its sole judgement, to determine if Bidder is financially solvent or adequately capitalized.

7.5 **Safety Records – EMR and OSHA**

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

7.5.2 Respondent and if a Joint Venture, each member of the Joint Venture, must have an Experience Modification Ratio (EMR) at or below .95 for the previous 12 months (based on the RFQ issuance date). This information must be validated in a letter from the Respondent’s insurance carrier. Respondent and if a Joint Venture, each member of the Joint Venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.

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

7.6 **Joint Ventures or Partnerships**

7.6.1 If the Respondent is a joint venture or partnership, the Respondent must submit with its SOQ a copy of the partnership or joint venture or current teaming agreement. The agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to the City for completing all of the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture’s performance of the work. See required forms described in Section 17.0.

7.6.2 Each firm of the joint venture or partnership must respond to all elements of the required forms described in Section 17.0 separately. The firms must each submit a complete set to the City at the time the responses are due.

7.6.3 Only one firm of the joint venture or partnership needs to meet or exceed each of the SOQ Experience Requirements in order to be further evaluated as a Respondent.

7.7 **Prohibitions**

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

7.7.2 Prohibition Questions

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

Attention: Alfredo Oracion, Senior Procurement Specialist
Subject: “PROHIBITION QUESTION – Vehicle Maintenance Facility”
Email address: alfredo.oracion@houstontx.gov.

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

7.8 Respondent References

7.8.1 The Respondent shall provide client references that include the client names, addresses, telephone numbers, and email addresses as described in Exhibit M. City will contact the referenced clients to verify Respondent provided information and/or to solicit comments.

7.8.2 References must be people that were directly involved in the previous projects listed and who have first-hand knowledge of the performance of the Respondent and its proposed staff/team.

7.8.3 Bad results of the City’s survey on reference provided and/or any information stated in the response found and determined by the City to be a misrepresentation of a Respondent’s past experiences may be considered as grounds for disqualification of the response and Respondent may be banned from participation in future RFQ’s from the City.

7.8.4 Submission of qualifications indicates Respondent’s acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the City, their respective representatives, advisors, representatives, and attorneys (“Investigating Parties”) during the evaluation process. Each Respondent, by submission of its response, acknowledges and understands that the Investigating Parties will perform investigations into the Respondent’s past performance, character, financial capacity, and experience and agrees that submission of a response acts to waive and release any and all of the Respondent’s claims against the Investigating Parties in relation to such investigations and, further, that submission of a response acts as an authorization by the Respondent for the Investigating Parties to request and obtain information concerning the respective Respondent and as authorization for any party to whom the Investigating Parties directs an inquiry, to release the information so requested.
8.0  OTHER INFORMATION

8.1  Validity Period

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

8.2  Only One Submission Accepted

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

8.3  Authorized Signatures

8.3.1  When signing the Response, each party signing must:

8.3.1.1  State that the facts represented in the submission are true and correct; and

8.3.1.2  The Signer has authority to sign on behalf of the contracting entity.

8.4  Information Requested and Not Furnished

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

8.5  Designation of Independent Engineer

8.5.1  Pursuant to Chapter 2269 of the Texas Government Code, an independent Engineer is hereby designated to act for the duration of the Project. The designated City Engineer for this Project is: Devon Tiner, P.E.

8.6  Stipend For Unsuccessful Respondents

8.6.1  The Stipend is zero dollars.

8.7  Response Errors

8.7.1  Omissions and Errors

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

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

8.7.3 Incorrect Response Information

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

8.7.4 Prohibition of Alternate Terms and Conditions

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

8.7.5 Waiver of Minor Administrative Irregularities

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

8.7.6 Withdrawal of Responses

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

PART III – EVALUATION, SCORING AND SELECTION PROCESS

9.0 RFQ SCORING PROCESS

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

9.2 The team leader shall review all submittals to determine if they are responsive and that the respondent is responsible. If the team leader believes any of the submittals are not responsive or responsible, he or she shall consult with the Chief Procurement Officer. Any nonresponsive or nonresponsible submittals shall be withheld from the evaluation committee by the team leader. The team leader shall distribute the submittals to evaluation committee members along with a scoring matrix for the procurement. Each committee member shall be assigned a letter or a number to use for the scoring form; individual names will not be attributed to the individual scoring forms. Each evaluation committee member shall independently review the submission and score each criteria (subcriterion) against the total number of points allocated for that criteria. Only evaluation committee members shall have voting rights; observers shall not vote.

9.3 At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each submittal. Each submittal will be evaluated on its own merits, not compared to others.
Committee members may revise their scores—up or down—based on observations made by other members or observers.

9.4 If oral interviews are held, the expectation is that the firms 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 will 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. 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 firms 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.

9.5 After all scores have been updated, the submittals shall be ranked in order of the scores from greatest to least. Further clarifications may be requested from one or more of the top firms, if the committee so decides.

9.6 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.

9.7 No later than the 7th day after the date of the contract is awarded, the City shall make the rankings public.

10.0 STEP ONE: REQUEST FOR QUALIFICATIONS

10.1 Overview

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

10.2 City Required Forms

10.2.1 The Respondent shall complete all the City required forms enclosed herein as Section 17.0 - and shall initial any and all alterations or erasures in its submissions. The Respondent shall not delete, modify, or supplement the printed matter on the City required forms, or make substitutions thereon.

10.3 City Required Forms Format

10.3.1 Contents of Envelope #1 will include one (1) original and one (1) copy of the City required forms described in Section 18.0, as well as an electronic PDF copy on a non-returnable USB drive affixed to the original.
10.3.2 The hard copies shall be bound using 8½” by 11” pages with no staples.

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

10.4 City Required Forms Review

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

10.5 Statement Of Qualifications Format And Content

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

10.5.2 Each copy of the SOQ shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8½” by 11”) or folded to that dimension, twice letter size (11”x17”). Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binders, dividers, etc. are not required. Document text should be in ARIAL 10 or New Times Roman 12 point font, but must be consistent throughout the document. Each RFQ response shall be organized in the following order:

<table>
<thead>
<tr>
<th>Step 1: RFQ Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter / Transmittal Letter / Introduction / Similar Project Experience / and Executive Summary</td>
</tr>
<tr>
<td>Project Approach</td>
</tr>
<tr>
<td>Firm(s) Qualifications</td>
</tr>
<tr>
<td>Project Team Qualifications</td>
</tr>
<tr>
<td>Design and Pre-Construction and Shuttle Bus Maintenance Construction</td>
</tr>
<tr>
<td>Management and Staffing Plan</td>
</tr>
<tr>
<td>Project Controls</td>
</tr>
<tr>
<td>Financial Capabilities</td>
</tr>
<tr>
<td>Safety Record (Experience Modification Ratio)</td>
</tr>
<tr>
<td>OSHA Citations</td>
</tr>
</tbody>
</table>

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

10.5.4 Responses shall include tabbed section indicators and tab pages shall not include any content, graphic or text other than header of the section.

10.5.4.1 SOQ responses which contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.

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

10.5.5 Submittals shall be delivered to the address below not later than 2:00 P.M., CST, Thursday, February 28, 2019 to:

Supply Chain Management
18600 Lee Road
Humble, Texas 77338
Attention: Justina J. Mann

10.5.6 City reserves the right to extend the due date for this Request for Qualification as deemed necessary and in its best interests. Any postponement of the due date will be issued as a Letter of Clarification (LOC) to this RFQ. The submission of a SOQ does not in any way commit the City to enter into an agreement with that Respondent or any other Respondent.

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

10.6 Step One - Statement Of Qualifications Evaluation

10.6.1 Selection Process:

10.6.1.1 Based on the number and quality of submittals to this RFQ, the evaluation committee may form a short list of firms, up to five firms, whose submittals provide the most desirable methods for providing the services. In developing the short-list, the committee will consider, among other things, the criteria described in Section 10.7. Respondents will be evaluated with the scoring criteria established below:

<table>
<thead>
<tr>
<th>Step 1: RFQ Content</th>
<th>Weights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similar Project Experience</td>
<td>15 points</td>
</tr>
<tr>
<td>Project Approach</td>
<td>15 points</td>
</tr>
<tr>
<td>Firm(s) Qualifications</td>
<td>15 points</td>
</tr>
<tr>
<td>Project Team Qualifications</td>
<td>20 points</td>
</tr>
<tr>
<td>Design and Pre-Construction and Construction Phase Services</td>
<td>10 points</td>
</tr>
<tr>
<td>Management and Staffing Plan</td>
<td>15 points</td>
</tr>
<tr>
<td>Project Controls</td>
<td>10 points</td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td>100 Points</td>
</tr>
<tr>
<td>Financial Capabilities</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Safety Record (Experience Modification Ratio)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>OSHA Citations</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>
10.6.1.2 The shortlisted firms will be notified in writing that they made it to the 2nd step of the selection process where they will be asked for additional information and invited for an interview and oral presentation.

10.7 **Statement of Qualifications Response Scoring Criteria**

10.7.1 **Similar Project Experience – 15 Points**

10.7.1.1 Must have experience as Prime or JV Partner providing similar office type or light industrial project under a Design-Build Contract, or other delivery method, that is in progress or completed in the last 5 years. Provide references from the owner. Provide no more than five (5) example projects.

10.7.1.2 For the representative project, provide the following information:

a) Project Name.

b) General description of the project and the delivery method.

c) Firm’s primary role in the project.

d) Construction start and completion dates. (As originally scheduled and as-built).

e) Location.

f) Square footage size.

g) Construction method/type.

h) Contract value or value of work performed.

i) Provide at least one exterior and one interior photo as part of the write up of the project.

j) Provide an owner letter of reference for the project with contact information for reference.

10.7.2 **Project Approach – 15 Points**

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

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

10.7.2.3 Describe your team relationships or JV for the design and construction elements.

10.7.2.4 Describe your experience in providing sustainable and energy efficient solutions to projects.

10.7.2.5 Describe your approach to project communication.

10.7.2.6 Describe your approach to implement a Health and Safety and Environment (HSE) or similar, culture among the workforce. As an attachment, provide a copy of the table of contents only from the prime firms HSE, plan or policy, or similar, manual.

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

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

10.7.3 **Firm (s) Qualifications – 15 Points**

10.7.3.1 Explain your organization structure and why it has the necessary expertise and resources to execute a project of this scope:

a) Detail years in business, past awards, and other pertinent information about your firm, JV, or significant key sub consultants/contractors.

b) If a JV, further explain why your firms decided to partner and the value the partnership will bring to the City.

10.7.3.2 For any Key JV partner or significant sub-contractor, provide your previous relationship history of working together.

10.7.3.3 What is the strength each sub consultant and contractor brings to this relationship?

10.7.4 **Project Team Qualifications – 20 Points**

Each Respondent shall submit:

10.7.4.1 The Key Personnel on the proposed team who will work on this Project. Key Personnel shall include at the minimum: Project Lead, Project Design Lead, Project Controls Lead, Superintendent, and Safety Lead.

10.7.4.2 A description for each Key Personnel position during Pre-Construction and Construction Phases of the Project.

10.7.4.3 Provide a written assurance that the Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s prior written approval.

10.7.4.4 Provide a brief resume or curriculum vitae for each Key Personnel demonstrating their qualifications and experience. Resumes shall include the following:

1. Name, Role
2. Firm
3. No. of years with current firm
4. Total years’ experience
5. Education, professional licensing
6. Experience in their respective areas of expertise
7. Relevant work experience for previous ten (10) years.

10.7.5 **Design/Pre-construction/Construction Services – 10 Points**

10.7.5.1 Describe Respondent’s concepts for working in a team relationship as a Design Build Contractor and how this works for the benefit of the Project.

10.7.5.2 Describe how the Respondent’s involvement in design phase will complete the design to 100% with regard to safety, cost, schedule, quality, and constructability.

10.7.5.3 Provide a high level schedule for this Project.
10.7.5.4 Describe Respondent’s perception of critical design and construction issues for this Project and strategy for mitigating risks.

10.7.5.5 Describe Respondent’s ability and plan to self-perform work on this Project.

10.7.5.6 Describe the Respondent’s commissioning experience. Include your approach to system testing, activation/training, and commissioning.

10.7.5.7 Describe your approach to Project Closeout. Include process for completing the record drawings and specifications, operations and maintenance documents, and the turnover of all documentation in a Design-Build Project environment.

10.7.6 **Management and Staffing Plan – 15 Points**

10.7.6.1 Describe the organization of the Respondent’s team – provide an organization chart for Pre-Construction Services and Construction Services.

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

10.7.6.3 Describe your plan for transitioning between Phase 1 and Phase 2 services in terms of management continuity and roles and responsibilities of Key Personnel.

10.7.7 **Project Controls – 10 Points**

10.7.7.1 Describe Respondent’s computer applications and software, to be used for project management on this Project.

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

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

10.7.7.4 Describe detailed construction cost estimating methods to reaching the 60% GMP.

10.7.7.5 Describe how innovative work practices, innovative use of technologies, and innovative techniques or cost reduction strategies could benefit the City.

10.7.7.6 Describe cost tracking and control methods during construction. Describe how your Project Controls Systems will be able to supply information to the City in the WBS identified by the City.

10.7.7.7 City intends to accept a Guaranteed Maximum Price (GMP) based on 60% completion of the Design. Describe Respondent’s process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all City requirements with reasonable contingencies.

10.8 **Request For Qualifications Delivery Instructions**

The response packages shall be submitted in two (2) separate envelopes/boxes clearly identified and addressed as follows:
ENVELOPE #1 - CITY REQUIRED FORMS

REACTONDENT NAME

CONTACT NAME_________________
CONTACT EMAIL_________________
CONTACT PHONE NUMBER_________

RFQ CITY REQUIRED FORMS

SUPPLY CHAIN MANAGEMENT DIVISION
RFQ- VEHICLE MAINTENANCE FACILITY PROJECT
SOLICITATION NO. H27-VMFDB-2019-006

Attention: Justina Mann
Procurement Officer
18600 Lee Road
Humble, Texas 77338

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Label in Center

ENVELOPE #2 – STATEMENT OF QUALIFICATIONS

RESPONDENT NAME

CONTACT NAME_________________
CONTACT EMAIL_________________
CONTACT PHONE NUMBER_________

RFQ STATEMENT OF QUALIFICATIONS

SUPPLY CHAIN MANAGEMENT DIVISION
RFQ- VEHICLE MAINTENANCE FACILITY PROJECT
SOLICITATION NO. H27-VMFDB-2019-006

Attention: Justina Mann
Procurement Officer
18600 Lee Road
Humble, Texas 77338

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Label in Center

11.0 ADDITIONAL INFORMATION, INTERVIEW AND ORAL PRESENTATION - STEP TWO

STEP TWO: ADDITIONAL INFORMATION, INTERVIEW AND ORAL PRESENTATION WILL ONLY BE REQUIRED OF SHORTLISTED RESPONDENTS AS REQUESTED BY THE CITY

11.1 Overview

Respondent will receive notification from the City that they have been shortlisted and is invited to an interview and oral presentation and submit additional information. The interview/oral presentation and additional information will be evaluated based on the evaluation criteria described in Section 11.4.
11.2 **Additional Information**

11.2.1 Prior to the Interview and Oral Presentation, the Respondent shall submit the ADDITIONAL INFORMATION using the format described herein. Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services for the City. The ADDITIONAL INFORMATION must address the following:

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

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

11.2.3 Division 01 Documents will be provided to firms shortlisted.

11.3 **Additional Information Format**

11.3.1 Contents will include one (1) original of the ADDENDUM ACKNOWLEDGEMENT LETTER and ADDITIONAL INFORMATION listed in Section 11.2.1, signed in blue ink and ten (10) hard copies, as well as an electronic PDF version of the same on a non-returnable USB drive affixed for the original. Original to be marked as “Original” and copies to be marked as “copy 1 of X” etc.

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

<table>
<thead>
<tr>
<th><strong>Step 2: Additional Information Content</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Approach</td>
</tr>
<tr>
<td>Anticipated Problems</td>
</tr>
<tr>
<td>Proposed Solutions To Anticipated Problems</td>
</tr>
<tr>
<td>Ability To Meet Schedules</td>
</tr>
<tr>
<td>Conceptual Engineering Design/ Comments on Design Criteria Package</td>
</tr>
</tbody>
</table>
11.3.3 The Respondent shall ensure that each page of its response is identified with the Project Name, Respondent's name, and page number.

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

11.3.5 Responses shall use 11 point font in Arial but none smaller, excluding captions for graphics.

11.3.6 Responses shall include tabbed section indicators and tab pages shall not include any content, graphic or text other than header of the section and will not be counted in the page count.

11.3.7 All text shall be clear of binding edge margin.

11.3.8 The Respondent’s ADDITIONAL INFORMATION shall not exceed 5 pages single sided. This page limit does not include:

11.3.8.1 Covers, Tabs, Letters, Addendum Acknowledgment or disclosure of legal and administrative proceedings and financial condition, and City of Houston required forms.

11.3.8.2 ADDITIONAL INFORMATION which contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.

11.3.8.3 All forms provided shall use the exact format provided.

11.4 Interview/Oral Presentation and Additional Information Evaluation Criteria

The short listed firms will be evaluated on the following scoring criteria for the Additional Information and Oral interview/Presentation. The Respondent shall submit the ADDITIONAL INFORMATION using the format described herein. Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services for the City. Step 2 Evaluation Criteria is listed below.

<table>
<thead>
<tr>
<th>Step 2: Evaluation Criteria</th>
<th>Weights</th>
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</thead>
<tbody>
<tr>
<td>Project Approach</td>
<td>30</td>
</tr>
<tr>
<td>Anticipated Problems</td>
<td>10</td>
</tr>
<tr>
<td>Proposed Solutions to Anticipated Problems</td>
<td>25</td>
</tr>
<tr>
<td>Ability to Meet Schedules</td>
<td>25</td>
</tr>
<tr>
<td>Conceptual Engineering Design/ Comments on Design Criteria Package</td>
<td>10</td>
</tr>
<tr>
<td>Cost Methodology</td>
<td>20</td>
</tr>
</tbody>
</table>
11.4.1 **Project Approach – 30 Points**

11.4.1.1 Describe Respondent’s strategy to manage the Design-Build Process up to Phase 1 Pre-Construction and Shuttle Bus Maintenance Construction Milestone as defined in the Scope of Services.

11.4.1.2 Describe how Respondent will execute its work plan based on the Phase 2 Remaining Construction Milestones defined in the Scope Services.

11.4.2 **Anticipated Problems - 10 Points**

11.4.2.1 Based upon the Design Criteria Package, list the anticipated problems and issues the Respondent foresees in Phase 1 Pre-Construction and Shuttle Bus Maintenance Construction and Phase 2- Remaining Construction.

11.4.3 **Proposed Solutions – 25 Points**

11.4.3.1 Provide proposed solutions to the problems identified in 10.4.2.1.

11.4.4 **Ability to meet Schedules – 25 Points**

11.4.4.1 Describe Respondent’s approach in managing its Designer and sub-consultants to ensure Phase 1 Pre-Construction and Shuttle Bus Maintenance Construction and Phase 2- Remaining Construction milestones are met.

11.4.4.2 Describe Respondent’s means and methods that will be utilized to meet the completion of Shuttle Bus Maintenance section of Phase 1 Construction Milestone defined in the Scope of Services.

11.4.4.3 Describe Respondent’s means and methods that will be utilized to meet the Phase 2 Remaining Construction Milestone defined in the Scope of Services.

11.4.5 **Conceptual Engineering Design – 10 Points**

11.4.5.1 Given that the Respondent is receiving a Design Criteria Package, explain your process in completing the design. Describe any gaps or other issues that can prevent the Project from its intended functionality and use.

11.4.6 **Cost Methodology – 20 Points**

11.4.6.1 Respondents shall provide cost methodology that includes, the Design-Build team’s policy on retainage, policy on contingencies, discount for prompt payment, range of costs based on working conditions, and expected staffing for administrative duties.

11.4.6.2 Pricing data and Firm Fixed Price (Lump Sum) will be requested during the negotiation with the highest ranked firm.

11.4.7 **MWBE Compliance – Pass/Fail**

11.4.7.1 Provide the necessary requirements described in Section 14.4 of this solicitation and the goal set forth in Section 14.5.

11.4.7.2 The Respondent may be considered non-responsive if they fail to meet the MWBE requirements.
11.4.8 Respondents will be notified in writing of the date/time and location of their presentation if they have been chosen for further consideration.

11.4.9 After the oral presentations/interviews (if required) are completed, final scores will be established by the evaluation committee.

11.4.10 The City will begin contract negotiations with the highest ranked Respondent(s) based upon the sample contract form attached to this RFQ. If negotiations result in agreement, the proposed contract will be submitted to the City Council for approval.

11.4.11 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 also reserves the right to contact any references provided by the Respondent within its Response.

11.5 **Additional Information Delivery Instructions**

The response packages shall be submitted in envelope/box clearly identified and addressed as follows:

<table>
<thead>
<tr>
<th>RESPONDENT NAME</th>
<th>SUPPLY CHAIN MANAGEMENT DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT NAME</td>
<td>RFQ- VEHICLE MAINTENANCE FACILITY PROJECT</td>
</tr>
<tr>
<td>CONTACT EMAIL</td>
<td>SOLICITATION NO. H27-VMFDB-2019-006</td>
</tr>
<tr>
<td>CONTACT PHONE NUMBER</td>
<td>Attention: John J. Gillespie Chief Procurement Officer</td>
</tr>
<tr>
<td></td>
<td>18600 Lee Road</td>
</tr>
<tr>
<td></td>
<td>Humble, Texas 77338</td>
</tr>
</tbody>
</table>

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**PART IV – SUBMISSION OF RESPONSES**

12.0 **INSTRUCTION FOR SUBMISSIONS**

12.1 **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.

12.2 **Format.** Submission should be left-bound. 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.
12.3 **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.

12.4 **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.

12.5 **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.

**PART V – GENERAL TERMS AND SPECIAL CONDITIONS**

13.0 **GENERAL TERMS**

13.1 **Contractor Performance Language**

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

13.2 **INTENTIONALLY OMITTED**

13.3 **INTERPRETING SPECIFICATIONS**

13.3.1 The specifications and product references contained herein are intended to be descriptive rather than restrictive. 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 the City.

13.3.2 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 City official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.
14.0 SPECIAL CONDITIONS

14.1 Additional Instructions, Notifications and Information

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

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

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

14.1.4 CONFIDENTIAL INFORMATION - All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their RFQ are subject to the provisions of the Texas Open Records Act and may be made public. CONFIDENTIAL or SENSITIVE information should not be included in the responses to the solicitation.

14.1.5 In the event that a mutually agreeable contract cannot be negotiated between the consultant and the City, then the City reserves the right to select an alternate Design Build Contractor.

14.1.6 The City reserves the sole right to:
   1) Evaluate submittals
   2) Waive any irregularities therein
   3) Request supplemental or additional information as necessary
   4) Contact others to verify information provided in the submittal
   5) Cancel the solicitation and/or reject any and all submittals, should it be deemed at the best interest of the City of Houston

14.1.7 No debriefings by the City staff to unsuccessful Respondents will occur until after the award of a contract by the Houston City Council to the recommended team(s).

14.1.8 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.

14.2 **No Contact Period**

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

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

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

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

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

14.3 **Security and Badges (As Applicable to this Project)**

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

14.3.2 All on-site personnel of Respondent, including subcontractors, 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.

14.3.3 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 are reflected in the cost
of the badges. The Respondent is responsible for the cost of badges, including replacements thereof. The Respondent personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is currently $16.00.

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

14.4 Minority and Women Business Enterprises (MWBE)

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

14.5 MWBE and Local Business Participation Plan

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

14.5.1.1 The MBE goal is 28%
14.5.1.2 The WBE goal is 10%

14.5.1.3 The Respondent may substitute SBE participation of no more than 4% of the MBE and/or WBE goal of the construction portion of the contract.

14.5.2 The MWBE Participation Plan is based on the total design and professional services portion of this contract and MBE and WBE Participation goals are based on the total construction portion of this contract.

14.5.3 MWBE and the MBE and WBE Participation Plans are due along with the Additional Information for Step 2 from all short listed firms.

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

14.6 Protest

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

14.7 Certificate of Interested Parties

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

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

14.7.3 No later than 30 days after the contract’s effective date, the City will upload the successful Respondent’s completed Form 1295. The Texas Ethics Commission will post the Contractor’s completed Form 1295 within seven business days of receipt. For your reference, form 1295 is attached as part of this document.

14.8 Anti-Boycott of Israel

14.8.1 Vendor certifies that vendor is not currently engaged in, and agrees or the duration of the contract not to engage in, the boycott of Israel as defined by section 808.001 of the Texas government code.

14.9 Executive Order 1-56 Zero Tolerance For Human Trafficking In City Service Contracts And Purchasing

14.9.1 The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: http://www.houstontx.gov/execorders/1-56.pdf

PART VI – INSTRUCTIONS TO RESPONDENTS

15.0 PRE-SUBMISSION CONFERENCE

15.1 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.

15.2 Additional Information and Specification Changes

15.2.1 Requests for additional information and questions should be addressed to the Houston Airport System, Supply Chain Management Buyer Alfredo Oracion, 281-230-8009, fax 281-233-1685, or email (preferred method to) alfredo.oracion@houstontx.gov no later than 12:00 NOON., CST January 18, 2019. The City of Houston shall provide written responses to all questions received in
writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

15.3 **Letter(S) of Clarification**

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

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

15.4 **Examination of Documents and Requirements**

15.4.1 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.

15.4.2 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.

15.5 **Exceptions to Terms and Conditions**

15.5.1 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 City Purchasing Agent, 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.

15.5.2 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.

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

15.6 **Post-Submission Discussions with Respondent(S)**

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

*(INTENTIONALLY LEFT BLANK)*
16.0 **ATTACHMENTS**  
Attachment A – Scope of Services  
Attachment B – Design Criteria Package  
Attachment C – Sample Contract  
Attachment D – Prohibited Firms  

17.0 **FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATION**  
Exhibit A – Offer and Submittal  
Exhibit B – Bidder’s Statement of MBE/WBE/PDBE/DBE/SBE Status (00450)  
Exhibit C – Contractor Ownership Disclosure Ordinance & Affidavit of Ownership (00455)  
Exhibit D – Fair Campaign Ordinance (00452)  
Exhibit E – Statement of Residency (00453)  
Exhibit F – Pay or Play Acknowledgement Form (00840)  
Exhibit G – Anti-Collusion Statement  
Exhibit H – Conflict of Interest Questionnaire (00457)  
Exhibit I – RFQ Statement of Qualification/RFQ Addendum Acknowledgement  
Exhibit J – Surety Letter of Intent  
Exhibit K – Required Submittal Checklist  
Exhibit L – Respondent Contact Directory  
Exhibit M – Reference Verification Form  

18.0 **FORMS TO BE SUBMITTED WITH ADDITIONAL INFORMATION**  
Exhibit N – Bidder’s MWBE Participation Plan (00470)  
Exhibit O – Pre Bid Good Faith Efforts - Document (00471)  
Exhibit P – Bidder’s MWSBE Goal Deviation Request (00472)  
Exhibit Q – Contract Exception Chart  

19.0 **DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL FIRM**  
00501 Resolution of Corporation  
00600 List of Proposed Subs and Suppliers  
00601 Drug Policy Compliance Agreement  
00606 Contractor’s Certificate of No Safety Impact Positions  
00620 Affidavit of Insurance  
00621 COH Certificate of Insurance  
00624 Affidavit of Compliance with Affirmative Action Program  
00630 Certificate of Compliance with POP program  
00631 POP Program List of Subs  
00632 OBO Certification by Professional Service Provider  
00842 Letter of Intent  
Form 1295 – Certificate of Interested Parties
ATTACHMENT A – SCOPE OF SERVICES
DESIGN-BUILD FOR
VEHICLE MAINTENANCE FACILITY

ATTACHMENT A

VEHICLE MAINTENANCE FACILITY (VMF)

DESIGN-BUILD

SCOPE OF SERVICES

Attached Separately
ATTACHMENT B

VEHICLE MAINTENANCE FACILITY (VMF)

DESIGN-BUILD

DESIGN CRITERIA PACKAGE

Attached Separately
SAMPLE CONTRACT

Attached Separately
LIST OF PROHIBITED FIRMS

1. Jacobs Engineering
2. Isani Consultants
3. H+R Engineer
4. 4B Technology
NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

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

Respectfully Submitted:

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

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

Federal Identification Number: ________________________________________________________________

By: ____________________________________________________________________________________

(Signature of Authorized Officer or Agent)

Printed Name: __________________________________________________________________________

Title: __________________________________________________________________________________

Date: ___________________________________________________________________________________

Address of Contractor: _____________________________________________________________________

Street Address or P.O. Box __________________________________________________________________

City – State – Zip Code _____________________________________________________________________

Telephone No. of Contractor: (____) ____________________________

Signature, Name and title of Affiant: __________________________________________________________

(Notary Public in and for) __________________________________________________________________

_______________________________________________ County, Texas

My Commission Expires: __________ day of ______________________ 20_________
BIDDER’S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

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

1. Bidder (individual, partnership, corporation) is [ ] is not [ ] a Minority Business Enterprise as certified by the Office of Business Opportunity.

2. Bidder (individual, partnership, corporation) is [ ] is not [ ] a Women-owned Business Enterprise as certified by the Office of Business Opportunity.

3. Bidder (individual, partnership, corporation) does [ ] does not [ ] declare itself to be a Persons with Disabilities Business Enterprise as defined above.

4. Bidder (individual, partnership, corporation) does [ ] does not [ ] declare itself to be a Disadvantaged Business Enterprise as defined above.

5. Bidder (individual, partnership, corporation) does [ ] does not [ ] declare itself to be a Small Business Enterprise as defined above.

Signature: ____________________________________________

Title: ________________________________________________

Date: ________________________________________________
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 C – CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE & AFFIDAVIT OF OWNERSHIP DESIGN-BUILD FOR
VEHICLE MAINTENANCE FACILITY

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _________ § § AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF _________ §

BEFORE ME, the undersigned authority, on this day personally appeared ____________________________________________________ [FULL NAME] (hereafter “Affiant”), ____________________________________________________ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of ____________________________________________________ [CONTRACTING ENTITY’S CORPORATE/LEGAL NAME] (“Contracting Entity”), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with ______________________________________________________ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY: NON-PROFIT ENTITY:

[ ] SOLE PROPRIETORSHIP [ ] NON-PROFIT CORPORATION
[ ] CORPORATION [ ] UNINCORPORATED ASSOCIATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)
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:

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.
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-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: ______________________________________________

Firm or Company Address: ______________________________________________

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

[ ] SOLE PROPRIETORSHIP

Name __________________________ Address __________________________

Proprietor Address

[ ] A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name __________________________ Address __________________________

Partner Address

Name __________________________ Address __________________________

Partner Address

[ ] A CORPORATION

List all directors of the corporation (if none state “none”):

Name __________________________ Director __________________________ Address

Name __________________________ Director __________________________ Address

Name __________________________________________________
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_________________________

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 E – STATEMENT OF RESIDENCY
DESIGN-BUILD FOR
VEHICLE MAINTENANCE FACILITY

Document 00453

BIDDER'S STATEMENT OF RESIDENCY

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

1. This certifies that the Bidder, ________________________________, is a State of Texas Resident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(4) (Vernon 1994).

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

2. a. ________________________________ is a resident of ________________________________ and is a Nonresident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(3) (Vernon 1994).

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

   b. The State of ________________________________ Does or Does Not have a state statute giving preference to resident bidders.

   Signature ________________________________  Title ________________________________

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

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

   Signature ________________________________  Title ________________________________

   Date ________________________________
I. Pay or Play Program Overview

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

B. Program Elements

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

2. Contracts not covered:
   I.) Any contract in which the primary purpose is procurement of property, goods,
       supplies, and or equipment.
   II.) An inter-governmental contract, inter-governmental agreement or purchasing
        cooperative.

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

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

*Note: (1) A contractor is deemed to have complied with section 5.4 of
E.O. 1-7 with respect to a covered employee who is not provided health
benefits if the employee refuses the benefits and the employee’s contribution
to the premium is no more than $40 per month. (2) If applicable the contractor
has the option to both Pay and Play.
EXHIBIT F – PAY OR PLAY ACKNOWLEDGEMENT FORM  
DESIGN-BUILD FOR  
VEHICLE MAINTENANCE FACILITY  

City of Houston  
Pay or Play Program Requirements

5. Exemptions/Waivers: The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver (Form POP-4 requested by City departments only).

6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Business Opportunity (OBO) has administrative oversight of the program, including audit responsibilities (department compliance). Questions about the program should be referred to the Department POP Liaison an updated contact list is available on http://www.houstontx.gov/obo/popforms.html or call Gracie Orr with the Office of Business Opportunity at 832-393-0633.

II. Documentation and Reporting Requirements

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

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

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

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

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

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

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

C. Contractors reporting requirements:

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

2.) Contractors that opt to Play
   Provide periodic reports to the contract administrator showing proof of coverage (insurance premium invoice or insurance card) reporting schedule will be determined by administering department based on length of contract. (Form POP-7)
3.) **Employee Waiver Request**
   Contractor may request POP program waiver by submitting the request on POP-8 if the employee is less than 18 years old, employee has other health coverage such as through spouse or parents, or Medicare/Medicaid.

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

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

**III. Compliance and Enforcement**

The Office of Business Opportunity will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment. The Pay or Play Program Requirements Form and all other POP Forms are available for downloading from the City of Houston’s Website at [http://www.houstontx.gov/obo/pofrorms.html](http://www.houstontx.gov/obo/pofrorms.html)
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
DESIGN-BUILD FOR
VEHICLE MAINTENANCE FACILITY

Document 00457

CONFLICT OF INTEREST QUESTIONNAIRE

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

(1) any contract discussions or negotiations begin, or

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

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

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

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

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

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 60th 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.

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

Adopted 06/29/2007
RFQ Statement of Qualification / RFQ ADDENDUM ACKNOWLEDGEMENT
(TO BE INCLUDED IN ENVELOPE #2)

[Respondent’s Letterhead]
City of Houston
RFQ Addendum Acknowledgment

Respondent: _____________________________                                Date: _______________

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

In response to the Request for Qualifications (RFQ) for the Design-Build of the Project dated _____________, 2019, the undersigned hereby declares that I have carefully read and examined the response documents and hereby submit all elements of the STATEMENT OF QUALIFICATIONS as required in the subject Request for Qualifications. The undersigned Respondent acknowledges the right of the City to waive informalities in the responses, to reject any or all responses submitted, and to re-advertise for responses. The undersigned acknowledges receipt and consideration of the following addenda to the response documents:

Addendum Number: _____ Dated: ___/___/___
Addendum Number: _____ Dated: ___/___/___
Addendum Number: _____ Dated: ___/___/___

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

Respondent:

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

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

Phone Number:
E-mail Address:
By: Respondent’s Business Address:
SURETY LETTER OF INTENT

Re: REQUEST FOR QUALIFICATIONS VEHICLE MAINTENANCE FACILITY

Dear Madam:

Surety understands that Contract will be for a Not-To-Exceed amount of $13,900,000 with a Guaranteed Maximum Price to be established at the completion Design Development documents. The Performance Bond and Payment Bond will be awarded for One Hundred Percent (100%) of the Contract’s GMP 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:
## EXHIBIT K – REQUIRED SUBMITTAL CHECKLIST
### DESIGN-BUILD FOR
### VEHICLE MAINTENANCE FACILITY
### RFQ NO.: H27-VMFDB-2019-006

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Submittal</th>
<th>Check (√)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Table of Contents</td>
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<tr>
<td>2.</td>
<td>Introduction Letter</td>
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<td>3.</td>
<td>Executive Summary</td>
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<td>4.</td>
<td>Section 1 - Letter of Transmittal</td>
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<td>5.</td>
<td>Project Approach</td>
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<td>6.</td>
<td>Firm Qualifications</td>
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<td>7.</td>
<td>Project Team Qualifications</td>
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<td>8.</td>
<td>Pre-Constrution and Shuttle Bus Maintenance Construction Phase and Remaining Construction Phase</td>
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<td>9.</td>
<td>Management and Staffing Plan Services</td>
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<td>Project Controls</td>
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<td>11.</td>
<td>Financial Capabilities</td>
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<td>12.</td>
<td>EXHIBIT A – Offer and Submittal</td>
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<td>13.</td>
<td>EXHIBIT B – Bidder’s Statement of MBE/WBE/PDBE/DBE/SBE Status</td>
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<td>14.</td>
<td>EXHIBIT C – Contractor Ownership Disclosure &amp; Affidavit of Ownership or Control</td>
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<td>15.</td>
<td>EXHIBIT D – Fair Campaign Ordinance Form “A”</td>
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<td>16.</td>
<td>EXHIBIT E – Statement of Residency</td>
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<td>17.</td>
<td>EXHIBIT F – Pay or Play Acknowledgement Form</td>
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<td>18.</td>
<td>EXHIBIT G – Anti-Collusion Statement</td>
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<td>19.</td>
<td>EXHIBIT H – Conflict of Interest Questionnaire</td>
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<td>20.</td>
<td>EXHIBIT I – RFQ Statement of qualification/RFQ addendum Acknowledgement</td>
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<tr>
<td>21.</td>
<td>EXHIBIT J – Surety Letter of Intent</td>
<td></td>
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<tr>
<td>22.</td>
<td>EXHIBIT K – Required Submittal Checklist</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>EXHIBIT L – Respondent Contact Directory Form</td>
<td></td>
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<td>24.</td>
<td>EXHIBIT M – Reference Verification Form</td>
<td></td>
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</tbody>
</table>
EXHIBIT L – RESPONDENT CONTACT DIRECTORY
DESIGN-BUILD FOR
VEHICLE MAINTENANCE FACILITY

RESPONDENT CONTACT DIRECTORY

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION/TITLE</th>
<th>MAILING ADDRESS</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>EMAIL ADDRESS</th>
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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.
REFERENCES

1.1 Respondent 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. Respondent must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submission of their bid.

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

LIST OF CURRENT/PREVIOUS CUSTOMERS

1. Company Name:________________________________________ Phone No.: __________________________
Contact Person/Title: ____________________________
E-mail Address: ______________________________________
Address: __________________________________________
Contract Award Date: ____________________________Contract Completion Date: ____________________________
Contract Name/Title: ____________________________
Project Description: ____________________________

2. Company Name:________________________________________ Phone No.: __________________________
Contact Person/Title: ____________________________
E-mail Address: ______________________________________
Address: __________________________________________
Contract Award Date: ____________________________Contract Completion Date: ____________________________
Contract Name/Title: ____________________________
Project Description: ____________________________

3. Company Name:________________________________________ Phone No.: __________________________
Contact Person/Title: ____________________________
E-mail Address: ______________________________________
Address: __________________________________________
Contract Award Date: ____________________________Contract Completion Date: ____________________________
Contract Name/Title: ____________________________
Project Description: ____________________________
BIDDER’S MWSBE PARTICIPATION PLAN

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer’s plan to meet the contract-specific MWSBE goal (“contract goal”). If the Bidder or Proposer cannot meet the contract goal, the Bidder/Proposer has the burden to demonstrate “Good Faith Efforts”, which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), and a Request for Deviation from the Goal (Document 00472), the documentation evidencing their “Good Faith Efforts”, as required by the City of Houston’s Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. Visit [http://www.houstontx.gov/obo](http://www.houstontx.gov/obo) for more information.

<table>
<thead>
<tr>
<th>Contract Goal</th>
<th>MBE</th>
<th>WBE</th>
<th>Bidder’s Participation Plan Percentage</th>
<th>SBE</th>
<th>MBE</th>
<th>WBE</th>
<th>Total</th>
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<tbody>
<tr>
<td>NAICS Code (6 digit)</td>
<td>Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)</td>
<td>% of Total Bid Price (2 decimal places)</td>
<td>Cert. Type for Goal (MBE, WBE, SBE)</td>
<td>Certified Firm Name</td>
<td>Firm Address</td>
<td>Contact Name</td>
<td>Phone No. and E-Mail (if available)</td>
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Signature for Company: __________ *  Date: __________
Print Name: ________________  Phone: __________
*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.
**EXHIBIT N – BIDDER’S MWBE PARTICIPATION PLAN**
**DESIGN-BUILD FOR**
**VEHICLE MAINTENANCE FACILITY**
**RFQ NO.: H27-VMFDB-2019-006**

**DOCUMENT 00470**

**CONTINUATION PAGE**

<table>
<thead>
<tr>
<th>NAICS Code (6 digit)</th>
<th>Plan Item Number (if applicable)/ Description of Work</th>
<th>% of Total Bid Price (2 decimal places)</th>
<th>Cert. Type for Goal MBE, WBE, SBE</th>
<th>Certified Firm Name</th>
<th>Firm Address</th>
<th>Contact Name</th>
<th>Phone No. and E-Mail (if available)</th>
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Signature for Company: __________ *  Date: __________

Print Name: ________________  Phone: __________

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions*
**PRE BID GOOD FAITH EFFORTS**

**Bidder or Proposer Name:** _______  **Project Name & Bid/Contract #:** ________________

A Bidder or Proposer that may be unable to complete or follow a Participation Plan (Document CCD-00470) to meet the contract specific goal in the Agreement, must submit this completed form as well as a Goal Deviation Request Form (Document 00472), and any other documentation of "Good Faith Efforts" with the bid (see Document 00808). The Bidder or Prime Contractor has the burden to demonstrate “Good Faith Efforts” to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the City’s Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent low bidder.

**UNLESS THE BIDDER’S/PROPOSER’S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.**

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Plan Item No.</th>
<th>MWSBE Type for Goal</th>
<th>Certified Firm Name Address, Phone No. and E-Mail</th>
<th>Certified Firm Contact Person</th>
<th>Method of Contact</th>
<th>Prime Contact Date</th>
<th>Certified Firm Response</th>
<th>Results of Contact (why suitable or not suitable for work)</th>
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</table>

Authorized Signature: ___________  Date: ___________  Phone: ___________

Print Name: _________________  Email Address: _____________________
## EXHIBIT O – PRE-BID GOOD FAITH EFFORTS
DESIGN-BUILD FOR
VEHICLE MAINTENANCE FACILITY

**CONTINUATION PAGE**

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Plan Item No.</th>
<th>MWSBE Type for Goal</th>
<th>Certified Firm Name Address, Phone No. and E-Mail</th>
<th>Certified Firm Contact Person</th>
<th>Method of Contact</th>
<th>Prime Contact Date</th>
<th>Certified Firm Response</th>
<th>Results of Contact (why suitable or not suitable for work)</th>
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Authorized Signature: ___________ Date: ___________ Phone: ___________

Print Name: ___________ Email Address: ___________

Page 57 of 59
BIDDER’S MWSBE GOAL DEVIATION REQUEST

Bidder or Proposer Name: ________________________________

Project Name & Bid/Contract #: __________________________

<table>
<thead>
<tr>
<th>Department Approved MWSBE Goals</th>
<th>SBE %</th>
<th>MBE %</th>
<th>WBE %</th>
<th>Total %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Proposed MWSBE Goals</td>
<td>SBE %</td>
<td>MBE %</td>
<td>WBE %</td>
<td>Total %</td>
</tr>
</tbody>
</table>

**Justification:** Please provide the reason the Bidder is unable to meet the MWSBE goal in Form 00800.

________________________________________________________________________________________
________________________________________________________________________________________

**Good Faith Efforts:** Please list any efforts not listed in the Bidder’s Good Faith Effort Report (Form 00471).

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Date: ___________  Bidder: __________________
Email: ___________  By: __________________
Phone Number: _______  Title: ___________

FOR OFFICIAL USE ONLY:  Approved □  Not Approved □
OBO Representative  Date: __________________
____________________  Title: __________________
This Contract Exception Chart MUST be included with the proposal response or the proposal will not be considered. Below, is an example Exception Chart, which is included for illustrative purposes only.

<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>Proposer’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>Proposer’s proposal will require 3 years to complete</td>
</tr>
</tbody>
</table>

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

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

- Distinguishing attributes or benefits associated with the response;
- Rationale for Proposer’s revisions;
- Limitations, special conditions or deviations requested by Proposer;
- Additional descriptive information;
- Suggestions for services or features in addition to those requested by City of Houston; and
- Any matter that Proposer believes would be helpful to the City in reviewing the 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. PROPOSER SHALL INCLUDE THE EXACT LANGUAGE FROM THE RFP OR THE TERMS AND CONDITIONS IN THIS COLUMN.

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