A CONTRACTOR OF THE REAL OF TH	CITY OF HOUSTON HOUSTON AIRPORT SYSTEM REQUEST FOR PROPOSALS (RFP) SOLICITATION NO.: HWC-PARCS-2020-013 ROJECT NO. 783A&B PARKING ACCESS & REVENUE CONTROL YSTEM (PARCS) & PRE-BOOKING/RESERVATION SYSTEM @ IAH & HOU AIRPORT
Date Issued:	July 10, 2020
Pre-Proposal Conference:	July 23, 2020, 10:00 A.M., CST Microsoft Teams Tele-Conference via link: <u>https://bit.ly/2D79WF4</u>
Questions Deadline:	July 30, 2020 @ 12:00 P.M., (Noon) CST
Statement of Qualification Due Date:	September 3, 2020 @ 2:00 P.M., CST
Solicitation Contact Person:	Warren Ching Sr. Procurement Specialist Supply Chain Management, Houston Airport System <u>Warren.Ching@houstontx.gov</u> ;

**Project Summary:** This RFP invites qualified firms to submit proposals that meet the Scope of Work to install a new License Plate Recognition (LPR) Parking Access & Revenue Control Systems (PARCS) and Pre-Booking/Reservation System for Houston Airport System.

**MWBE participation goal: 13%** (9% MBE and 4% WBE) – PARCS Equipment Installation **MWBE participation goal: 0%** - Pre-Booking/Reservation Software System

NIGP Code: <u>96735, 91484, 96737, 91350, 91438</u>

DocuSigned by: (H Jerry adams

Jerry Adams Chief Procurement Officer City of Houston

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# PART I - GENERAL INFORMATION

### 1.0 GENERAL INFORMATION

- 1.1 The Houston Airport System ("HAS" or "City") provides a safe and dynamic air services network that fosters economic vitality for the transportation industry and the greater Houston region. HAS operates three major airports: (1) George Bush Intercontinental Airport/Houston ("IAH"), (2) William P. Hobby Airport ("HOU"), and Ellington Airport ("EFD"). Houston is the only City in the United States with two 4 Star Skytrax airports.
  - 1.1.1 IAH is the 14th busiest airport in the United States as measured by ACI 2018 North America passenger traffic and a United Airlines Hub airport. In calendar year 2018, 20.8 million passengers enplaned at IAH, approximately 56% of them originating their journeys from Houston. IAH is an important international gateway, particularly for flights to Latin America.
  - 1.1.2 HOU is the 35th busiest airport in the United States as measured by ACI 2018 North America passenger traffic and an important airport in the Southwest Airlines system for domestic and International flights to Latin America and the Caribbean. In calendar year 2018, 6.9 million passengers enplaned at HOU, approximately 70% of them originating their journeys from Houston.
  - 1.1.3 EFD is a former U.S. Air Force base that is now operated as a joint civilian-military airport serving business and general aviation and is home to the Houston Spaceport.
- 1.2 Parking is an important element in the passenger experience and the largest source of non-airline revenue for HAS, with gross sales exceeding \$110 million annually. HAS offers passengers a number of different parking services, including Self-Park, Valet, ecopark/remote economy, and employee/contract parking, in numerous garages and surface lots with an aggregate space count of roughly 36,000.

#### 2.0 MINIMUM QUALIFICATIONS

- 2.1 To be eligible to participate in the PARCS Package of this procurement, Proposer must meet the following minimum qualifications:
  - 2.1.1 Has a minimum of ten (10) years of experience, continuously and actively operating as a PARCS provider at one (1) or more airports that (i) ranks in the top 30 U.S. large-hub airports by Airports Council International (ACI) in 2018;
  - 2.1.2 Has 15,000 or more multi-level garage and surface parking spaces'
  - 2.1.3 Generates \$60 million or more in gross parking revenues annually, and;
  - 2.1.4 Has a minimum of five (5) installations of which one (1) with License Plate Recognition (LPR) ranks in the top 30 U.S. airports by ACI in 2018, and of which three (3) are U.S. airports, and minimum of three (3) are LPR;
  - 2.1.5 Submit documentation that demonstrates Proposer is duly authorized to conduct business within the State of Texas.
  - 2.1.6 The above Experience must be validated in a letter by the project owner.

- 2.2 To be eligible to participate in the Pre-Booking/ Reservation Package of this procurement the proposer must meet the following minimum qualifications:
  - 2.2.1 The City of Houston's Department of Aviation, Houston Airport System (HAS), is seeking to contract with a Pre-Booking/Reservation system provider with a minimum of five (5) or more consecutive years of specialized experience at major commercial airports in the Airports Council International ACI 2018 top 30 U.S. airports, to install a Pre-Booking/Reservation system that is integrated into the PARCS described above;
    - 2.2.1.1 A minimum of five (5) or more consecutive years of specialized experience at major commercial airports in the Airports Council International ACI in 2018 top 30 U.S. airports, to install a Pre-Booking/Reservation system that is integrated into the PARCS described above;
    - 2.2.1.2 A minimum of (3) installations at an airport with one (1) in the top 30 U.S. airports by ACI 2018;
    - 2.2.1.3 Submit documentation that demonstrates Proposer is duly authorized to conduct business within the State of Texas.
    - 2.2.1.4 The above Experience must be validated in a letter by the project owner.
  - 2.2.2 If the Proposer for either PARCS or Pre-Booking/Reservation is a partnership, joint venture, or newly formed entity (e.g. limited liability company or corporation), the minimum requirements set forth in this Section (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (at least 51%) of the partnership, joint venture or newly formed entity.

# 3.0 SOLICITATION SCHEDULE

3.1 Listed below are the important dates for this Request for Proposal.

# EVENT

# DATE

Date of RFP Issued	07/10/2020
Pre-Submission Conference	07/23/2020
Questions from Proposers Due to City	07/30/2020
Proposal Due from Respondents	09/03/2020
Notification of Intent to Award (Estimated)	10/22/2020
Council Agenda Date (Estimated)	11/18/2020
Contract Start Date (Estimated)	01/04/2021

# PART II – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

# 1.0 <u>PURPOSE</u>

The City of Houston's Department of Aviation, Houston Airport System (HAS), is seeking to contract with a Parking Access and Revenue Control System (PARCS) manufacture/vendor, to install a new PARCS at our airports using LPR at the entrances and exits to our parking facilities; and to contract with vendor to provide software and services for a Pre-Booking/Reservation with the capabilities for using predictive occupancy and yield management for pricing offers. The PARCS shall integrate with the selected Pre-Booking/Reservation system.

# 2.0 <u>BACKGROUND – Project Objective</u>

- 2.1 The City's objective under the Parking Access and Revenue Control System and Pre-Booking/Reservation contracts are to:
  - 2.1.1 Design and install a License Plate Recognition (LPR) Parking Access and Revenue Control System, and a separate but integrated Pre-Booking/Reservation System. The installation will require modifications to the entry and exit lanes and, in some cases, the construction of new entry and exit lanes.
  - 2.1.2 Enhance the customer's parking experience by offering a choice of products with high quality service at a range of cost and convenience.
  - 2.1.3 Improve operational efficiencies.
  - 2.1.4 Create flexibility to adopt new technologies.
  - 2.1.5 Grow net parking revenues.

# 3.0 SCOPE OF WORK

**3.1** The Scope of Work and the Functional Specifications provide the requirements for the PARCS and a Pre-Booking/Reservation system. Vendors/Contractors may propose on the PARCS or on the Pre-Booking/Reservation system, or both. Houston Airport System reserves the right to select separate Vendors/Contractors to provide the respective services with the provision that the vendors selected shall work with each other to provide a fully functional integrated solution.

# 3.2 PARCS Project Phasing

- 3.2.1 The selected Proposer shall have experience working in a phased approach to transition to the new system quickly and then modify the entry and exit lanes to incorporate LPR and other new functions. The PM shall provide a detailed project schedule using either Microsoft Project or Primavera, or similar application. On a weekly basis PM shall provide a three (3) week look ahead of upcoming activities. This Project will consist of three distinct phases.
- 3.2.2 The phasing plan is multi-faceted and begins with a review of the phasing plan to coordinate changes and modifications with the airports PM and Stakeholders. Transition entry/exit lanes while maintaining operations within the parking facilities exchanging existing equipment to the new equipment within a short period of time, in many cases overnight work is required. Then the selected Proposer shall begin extending the islands, that require extension, to install LPR cameras, and integration of the Pre-Booking/Reservation system.

#### 3.3 PARCS Project Management & Coordination

- 3.3.1 Meetings: Contractor's PM will attend weekly construction meetings to discuss progress, identify any potential problems encountered with proposed corrective actions.
- 3.3.2 Prepare RFI, as necessary, to request information on any outstanding question or issue.
- 3.3.3 Prepare, maintain, and submit on a monthly basis an overall detailed project schedule using

Microsoft Project or Primavera.

- 3.3.4 Project Schedule: Contractor will provide weekly updates to the installation schedule with a three-week lookahead for activities that are scheduled to occur within the next three weeks.
- 3.3.5 Summary of the work prepared under the 3-week look ahead.
- 3.3.6 Prepare and submit any requested change orders
  - 3.3.6.1 Prepare scope of work
  - 3.3.6.2 Prepare estimated cost to complete
  - 3.3.6.3 Include schedule for work to be performed
- 3.3.7 Prepare and submit invoices based upon mutually agreed milestone payment schedule
- 3.3.8 Work with HAS PM to correct any deficiencies on a timely basis
- 3.3.9 Prepare and submit As-Built documentation at the conclusion of the project as part of the Final Acceptance. All punch list items shall be completed to the satisfaction of HAS prior to the issuance of Final Acceptance.
- 3.3.10 Project Completion and Close-Out
  - 3.3.10.1 All punch list items shall be completed to the satisfaction of HAS prior to the issuance of Final Acceptance.

# 3.4 PARCS Planning

- 3.4.1 Contractor shall review the following draft phasing plan and coordinate changes and modifications with the airport's PM and Stakeholders.
  - 3.4.1.1 Installation Plan of conduit and communication infrastructure
  - 3.4.1.2 Installation Plan and testing of new server(s)
  - 3.4.1.3 Installation Plan of equipment at command center
  - 3.4.1.4 Installation Plan of equipment at Test Bed
  - 3.4.1.5 Installation Plan of equipment
- 3.4.2 Contractor shall coordinate field investigation with HAS and its representatives to provide the following:
  - 3.4.2.1 Review existing PARCS functionalities
  - 3.4.2.2 Review and document existing network capabilities
  - 3.4.2.3 Identify new PARCS functionalities and network extensions
  - 3.4.2.4 Confirm necessary island modifications
  - 3.4.2.5 Review and confirm schedule

# 3.5 Prepare and Review System Design Documents

3.5.1 Contractor shall prepare the following documents as described in the Functional Specifications for presentation to and review by HAS:

- 3.5.2.1 Conceptual Design Document
- 3.5.2.2 Software Design Document, including the Pre-Booking/Reservation
- 3.5.2.3 Critical Design Document
- 3.5.2 Contractor shall present each document to HAS and schedule a formal presentation with HAS Stakeholders. Incorporate comments provided by HAS and provide a revised document.

# 3.6 Contractor to prepare and deliver required submittals as described in the Functional Specifications, including but not limited to the following:

- 3.6.1 Consumable Design for Tickets and Receipts
- 3.6.2 Test scripts:
  - 3.6.2.1 Factory Acceptance Test FAT
  - 3.6.2.2 Lane Acceptance Test LAT
  - 3.6.2.3 Site Acceptance Test SAT
  - 3.6.2.4 Operational Demonstration Test ODT
- 3.6.3 Training Manuals:
  - 3.6.3.1 Cashier
  - 3.6.3.2 Supervisor
  - 3.6.3.3 Maintenance Technicians
  - 3.6.3.4 LPR workstation
  - 3.6.3.5 Network Administrator
- 3.6.4 Contractor shall design the PARCS application to be integrated with the following applications, at a minimum:
  - 3.6.4.1 SAP financial & accounting application
  - 3.6.4.2 HCTRA EZTag integration
  - 3.6.4.3 CVPS, assuming a new valet system is not installed
  - 3.6.4.4 Accounts Receivable Software
  - 3.6.4.5 Pre-Booking/Reservation System
  - 3.6.4.6 Credit Card processor

# 3.7 PARCS Installation

- 3.7.1 Contractor shall install required conduit and communication infrastructure at each location.
  - 3.7.1.1 Installation of required switches, cabinets, etc.
  - 3.7.1.2 Installation and testing of new server(s)
  - 3.7.1.3 Installation of equipment at command center
  - 3.7.1.4 Installation of equipment at Test Bed
  - 3.7.1.5 Installation of EZTag AVI readers in every public entry and exit lane in addition to the lane equipment.
- 3.7.2 Installation of equipment at Houston Hobby Airport
  - 3.7.2.1 Transition to new equipment offering conventional capabilities including the addition

- of EZTag readers in public entry and exit lanes.
- 3.7.2.2 Integration and implementation of Pre-Booking/Reservation System
- 3.7.2.3 Extension of islands, installation of conduit, cabling, and LPR cameras.
- 3.7.3 Installation of equipment at George Bush Intercontinental Airport
  - 3.7.3.1 Transition to new equipment offering conventional capabilities but including the addition of EZTag readers in public entry and exit lanes.
  - 3.7.3.2 Integration and implementation of Pre-Booking/Reservation System
  - 3.7.3.3 Extension of islands, installation of conduit, cabling, and LPR cameras.
- 3.7.4 Contractor shall schedule and conduct training of HAS personnel prior to the installation of equipment on-site and in accordance with details described within the Functional Specifications. Training to include factory certification of HAS and SP+ factory trained maintenance technicians
- 3.7.5 Contractor shall schedule the Factory Acceptance Test (FAT) upon receipt of final approval by HAS of all documentation. The FAT shall be designed to test at least one of each lane configurations to be installed at the airport and all required functionalities.
- 3.7.6 Contractor shall schedule Lane Acceptance Tests (LATs) once the equipment has been installed but prior to opening the lane for patron use.
- 3.7.7 Contractor shall schedule Site Acceptance Tests (SATs) once the equipment has been installed in all lanes of each site or facility.
- 3.7.8 Contractor shall schedule Operation Demonstration Test (ODT) once the equipment has been installed in all lanes located within each airport.
- 3.7.9 Deliverable: Subsequent to each test, Contractor shall deliver the approved test scripts for final acceptance by HAS.

#### 3.8 PRE-BOOKING/RESERVATION SYSTEM PLANNING

- 3.8.1 Contractor shall provide a Pre-Booking/Reservation System in accordance with the Functional Specifications.
- 3.8.2 Contractor shall coordinate with HAS to determine the final functionalities and services to be offered, but shall include the following at a minimum:
  - 3.8.2.1 Account creation and management
  - 3.8.2.2 Pre-payment for parking transactions
  - 3.8.2.3 Administration of system including modifications to existing websites and creation of new web sites, Modifications of web images, scripts, email messages, etc.
  - 3.8.2.4 Set-up deploy and present new products.
  - 3.8.2.5 Space allocation and occupancy controls
  - 3.8.2.6 Pricing rules and the deployment of yield management principles
  - 3.8.2.7 Provides cross sell and upsell opportunities
  - 3.8.2.8 Integration of patrons into loyalty program(s)
  - 3.8.2.9 Export data in commonly used tools for CRM, research, email marketing, and social media marketing.
  - 3.8.2.10 Provide marketing opportunities with 3<sup>rd</sup> parties such as concessionaires

- 3.8.2.11 Provide Yield Management solutions with predictive analysis and modeling incorporating potential changes or additions of new products or marketing concepts.
- 3.8.3 Third-party sales and Integrations
- 3.8.4 Payment and Audit These include the following, at a minimum:
  - 3.8.4.1 Available payment options, including credit cards, google/android pay, PayPal, etc.
  - 3.8.4.2 Implementation of 1-click payment and stored credit cards
  - 3.8.4.3 End to end audit trail of payments and transaction matching
  - 3.8.4.4 Refunds
- 3.8.5 Contractor to provide a secure server solution to:
  - 3.8.5.1 Protect customer payments and information
  - 3.8.5.2 System shall meet PCI requirements throughout the life of the contract
  - 3.8.5.3 Provide administration permissions to access information, prepare reports, make changes, etc.
  - 3.8.5.4 Provide a reporting package to include such items as:
    - 3.8.5.4.1 Any summary reports
    - 3.8.5.4.2 Visual aids such as graphs, tables and dashboards
    - 3.8.5.4.3 Customer details
    - 3.8.5.4.4 Transactions and revenue reports by time-period and by product and offer
    - 3.8.5.4.5 Analytics and projections
    - 3.8.5.4.6 Standard reports and customer defined reports
- 3.8.6 Implementation
  - 3.8.6.1 Contractor shall meet with HAS Stakeholders to identify the specific requirements of the Pre-Booking/Reservation System and submit an implementation plan for review and comment by HAS.
  - 3.8.6.2 Contractor shall procure, install, and configure all required software set forth in this RFP.
- 3.8.7 Design and Customize software:
  - 3.8.7.1 How the application will be displayed on associated websites and mobile applications
  - 3.8.7.2 Once the design is approved by HAS, Contractor shall implement the required programming and customization
  - 3.8.7.3 Contractor shall test the application in a closed, test environment to ensure the application is working appropriately.
  - 3.8.7.4 Contractor shall document all system configurations, interfaces, processes and procedures
  - 3.8.7.5 Contractor shall deploy the operational integrated System in the production environment across facilities in a non-disruptive, seamless phased transition
  - 3.8.7.6 Contractor shall maintain and support the Pre-Booking/Reservation application. Hours and description are included in the Functional Specifications.
  - 3.8.7.7 Contractor shall provide on-site training on the management, administration, use, accounting, etc. of the Pre-Booking/Reservation system
  - 3.8.7.8 Contractor shall provide documentation and manuals in both hard copy and PDF formats, of the system user manuals and training manuals. All documents and manuals shall be in English.

# 4.0 EXHIBITS

4.1 The required PARCS and Pre-Booking/Reservation functionality is provided in **Attachment A**, Functional Specification.

# Part III – EVALUATION AND SELECTION PROCESS

### 1.0 SELECTION PROCESS

The City intends to select one or more Proposal(s) that best meets the needs of the City, achieves the highest score and provides the best overall value for each scope of work (PARCS or Pre-Booking/Reservation System). The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. A negative reference or failure of a reference to respond may result in the Proposer being disqualified from consideration. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City officials.

# 2.0 EVALUATION COMMITTEE

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 6.0 Evaluation Criteria. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)' meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

#### 3.0 INTERVIEWS/ORAL PRESENTATIONS

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

#### 4.0 BEST AND FINAL OFFER (BAFO)

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary.

# 5.0 QUALIFYING CRITERIA

Provide a Project Manager (PM) that will be assigned to this account as the primary point of contact. The (POC) shall have at least 10 years' experience in managing the design, development and installation of parking control systems with at least one (1) with LPR at a top 30 U.S. airport by ACI in 2018. The PM will be responsible for coordinating all aspects of the work performed and conduct byweekly coordination meetings and/or telephone conferences with the HAS project staff to discuss the project status, work completed, forthcoming tasks, and other management issues, as required.

# 6.0 EVALUATION CRITERIA

MINIMUM QUALIFICATIONS	PASS/FAIL
PARCS EXPERIENCE:	
<ol> <li>A minimum of ten (10) years of experience, continuously and actively operating as a PARCS provider at one (1) or more airports that (i) ranks in the top 30 U.S. large-hub airports by Airports Council International (ACI) in 2018;</li> </ol>	
2) Has 15,000 or more multi-level garage and surface parking spaces,	
3) Generates \$60 million or more in gross parking revenues annually, and;	Pass/Fail
<ol> <li>A minimum of five (5) installations of which one (1) with License Plate Recognition (LPR) ranks in the top 30 U.S. airports by ACI in 2018, and of which three (3) are U.S. airports, and minimum of three (3) are LPR;</li> </ol>	
<ol> <li>Submit documentation that demonstrates Proposer is duly authorized to conduct business within the State of Texas.</li> </ol>	
6) The above Experience must be validated in a letter by the project owner.	
PRE-BOOKING / RESERVATION EXPERIENCE:	
<ol> <li>A minimum of five (5) or more consecutive years of specialized experience at major commercial airports in the Airports Council International ACI in 2018 top 30 U.S. airports, to install a Pre-Booking/Reservation system that is integrated into the PARCS described above;</li> </ol>	
<ol> <li>A minimum of (3) installations at an airport with one (1) in the top 30 U.S. airports by ACI 2018;</li> </ol>	Pass/Fail
<ol> <li>Submit documentation that demonstrates Proposer is duly authorized to conduct business within the State of Texas.</li> </ol>	
4) The above Experience must be validated in a letter by the project owner.	
IF THE PROPOSER FOR EITHER PARCS OR PRE-BOOKING/RESERVATION IS A PARTNERSHIP, JOINT VENTURE, OR NEWLY FORMED ENTITY (E.G. LIMITED LIABILITY COMPANY OR CORPORATION), THE MINIMUM REQUIREMENTS SET FORTH IN THIS SECTION (AND THROUGHOUT THE RFP) MUST BE SATISFIED BY THE ENTITY OR INDIVIDUAL(S) THAT OWNS AND CONTROLS A MAJORITY EQUITY INTEREST (AT LEAST 51%) OF THE PARTNERSHIP, JOINT VENTURE OR NEWLY FORMED ENTITY.	
MWSBE COMPLIANCE	Pass/Fail
FINANCIAL CAPABILITIES	Pass/Fail

PARCS EQUIPMENT INSTALLATION EVALUATION CRITERIA	SCORE
PROPOSER TEAM EXPERIENCE & RESPONSIVENESS	35
PROPOSED APPROACH & SOLUTION	20
BACKGROUND & EXPERIENCE OF KEY PERSONNEL	10
SUBCONSULTANTS	10
NATURE & IMPACT OF EXCEPTIONS	10
COST PROPOSAL	15
TOTAL SCORE	100

PRE-BOOKING / RESERVATION SYSTEM EVALUATION CRITERIA	SCORE
PROPOSER TEAM EXPERIENCE & RESPONSIVENESS	35
PROPOSED APPROACH & SOLUTION	25
APPLICABILITY & PRACTICALITY OF PROJECT PROPOSAL TO THE NEEDS OF HAS	20
COST PROPOSAL	20
TOTAL SCORE	100

# 6.1 PARCS EVALUATION:

# 6.1.1 PROPOSER TEAM EXPERIENCE AND RESPONSIVENESS (35 points)

Prepare a description of the respondent's management and organizational approach and methods for performing the Scope of Services. This should include the proposed effort for completing work on schedule, the methods the respondent would use to coordinate its work with HAS, it's Project Manager, and subcontractors whose work must interface or connect with work performed by the respondent. Proposer team member's knowledge and experience in the installation, operation, and maintenance of Airports PARCS with similar functionality and complexity.

- 6.1.1.1 Provide a description of previous or current installations in the top 30 U.S. Airports with similar requirements.
- 6.1.1.2 Provide contact information and project descriptions for five references with a minimum of three (3) U.S. Airports.
- 6.1.1.3 Provide a detailed description of Contractor's experience with at least five (5) complex

projects requiring LPR capabilities, with a minimum of three (3) U.S. Airports.

- 6.1.1.4 Provide a detailed description of Contractor's experience with at least three (3) projects requiring integration to a regional or local toll agency.
- 6.1.1.5 Provide the Team experience for all subcontractors.
- 6.1.1.6 Provide a project installation team to work in multiple locations concurrently to facilitate a quick transition to the new system
- 6.1.1.7 Proposer's ability to describe (i) unique challenges to PARCS design and working in an airport, and (ii) opportunities to overcome these challenges.
- 6.1.1.8 Proposer shall highlight the role that the project manager will take in the composition of the team and general allocation of responsibilities throughout the team.
- 6.1.1.9 Proposer shall specify their approach to the Scope of Services and provide evidence of their clear and concise understanding and how the management approach supports HAS requirements.

#### 6.1.2 PROPOSED APPROACH AND SOLUTION (20 points)

- 6.1.2.1 Describe Respondent's overall approach to the scope of work.
- 6.1.2.2 Describe how the Proposed PARCS will improve performance and maximize parking revenue.
- 6.1.2.3 Describe how the proposed PARCS will enhance customer service.
- 6.1.2.4 Describe how the proposed PARCS solution will enhance business intelligence, data analysis, and future projections that will enable the Airport to prepare business solutions.
- 6.1.2.5 Describe how the Respondent's project team will achieve project objectives.
- 6.1.2.6 Respondents shall discuss and provide documentation to support professional examples of success in utilizing the proposed management approach to meet schedules

### 6.1.3 BACKGROUND AND EXPERIENCE OF KEY PERSONNEL (10 points)

- 6.1.3.1 Submit detailed resumes for the proposed project manager and key staff personnel including key personnel of sub-contractors/consultants. Include a description of their PARCS Design and Project Management qualifications and experience and a description of their position and length of employment with the respondent or sub-consultant. Key personnel identified in this proposal will be expected to remain assigned to this project for the term of the Agreement. Should changes be required regarding key personnel, all proposed changes shall be submitted in writing and shall require approval of the HAS Director or his designee.
- 6.1.3.2 Knowledge and ability to meet the minimum experience requirements of the proposed team providing PARCS Design and Project Management Services. Proposer shall

provide an organization chart including the prime consultant and the sub-consultants. Please include the primary role of each sub-consultant on the team. Proposer should also describe its team's knowledge of PARCS design and Airport parking operations.

6.1.3.3 Respondent should provide graphic and narrative descriptions that identify the Respondent's and sub-consultants' Key Personnel who would provide the services, specifically outlining major capabilities and areas of expertise. Identify the overall project manager and other key staff members and describe their capabilities and strengths.

# 6.1.4 SUBCONSULTANTS (10 points)

- 6.1.4.1 Describe the qualifications of each subconsultant/contractor which the respondent plans to retain to perform work. Describe the type of work which will be assigned to each sub- consultant/contractor and the estimated percentage of the work comprising the total contract that each subconsultant /contractor will perform.
- 6.1.4.2 Describe the basis for selection of proposed sub-consultants/contractors included on Respondent's team and a narrative description of the role each will play for this Project.
- 6.1.4.3 Describe any prior working relationship with each selected subconsultant/contractor and identify the strength they bring to the team.
- 6.1.4.4 Describe how prime firm/Joint Venture and proposed subconsultants/contractor will adopt a collaborative approach to coordination, resolving issues, driving decision-making, and facilitating management and efficient information flow to deliver the requested Scope of Services.
- 6.1.4.5 Describe the licenses and certifications of each team member.
  - 6.1.4.5.1 Team members shall possess the following certifications or licenses:

# 6.1.4.5.2 Electrical Contractor:

- a. All electrical work shall be performed by workmen skilled in the electrical trade and licensed for the work either by the City of Houston or State of Texas. The Houston Airport System Airport Building Official will recognize the credentials of Master Electricians with valid current licenses from Houston. Credentials will be recognized of Journeyman Electricians with valid current licenses from Houston or other licensing entities having established reciprocal agreements with these municipalities.
- b. A licensed Master Electrician will be required for the issuance of a building permit for constructing, installing, altering, maintaining, repairing or replacing any electrical wiring, apparatus, or equipment on any voltage level in the jurisdiction of the Airport.
- c. A licensed Master Electrician or a licensed Journeyman Electrician is

required to be on the job site whenever any electrical work is performed. Any electrical work or associated electrical installations shall be accomplished under the <u>direct</u> supervision of a licensed Journeyman Electrician.

- d. To ensure compliance with Paragraph "c" above, only a documented Electrical work force with a ratio of a maximum ration of 3 licensed Apprentices for each licensed Journeyman Electrician shall be allowed to work on the electrical systems.
- e. Contractor shall prepare documentation associated with the electrical work force confirming adherence to the requirements of Paragraph "d" above. These documents shall be submitted to the Engineer for approval. Also, any work force changes or revisions which affect compliance with paragraph "d" above shall also be submitted to the Engineer for approval.
- f. The Contractor performing construction on the electrical and/or communication system shall have a minimum of 5 years of experience on construction of projects of similar type of work and of similar size and complexity. The owner will require all Electrical Contractors bidding on this project to submit proof of experience that they have successfully completed at least two projects of comparative size and complexity within the past 5 years.

### 6.1.4.5.3 Communications Contractor:

- a. Submit written proof that the following experience requirements are being met.
- b. Contractor Qualifications:
- c. The contractor shall be certified by the manufacturer of the products, adhere to the engineering, installation and testing procedures and utilize the authorized manufacturer components and distribution channels in provisioning this Project.
- d. Must be supervised on-site by a BICSI RCDD. Must demonstrate knowledge and compliance with all BICSI, TIA/EIA, UL, NEC and HAS methods, standards and codes.
- e. All members of the installation team shall be certified by the manufacturer as having completed the necessary training to complete their part of the installation. Resumes of the entire team shall be provided along with documentation of completed training courses.
- f. The contractor shall provide five references for projects of equivalent scope, type and complexity of work completed within the last five years.
- g. The contractor who is installing the cabling infrastructure shall be a certified and currently registered Commscope/Systimax Premier Partner capable of issuing a numbered registration certificate for the entire cable system and approved by HAS Technology.

- h. The contractor who is installing the cabling infrastructure shall have the following Systimax iPatch/imVision certifications:
  - 1. SP/ND3360 SYSTIMAX SCS 360 Solutions
  - 2. SP/ND3321 SYSTIMAX SCS Design & Engineering
  - 3. SP/ND3361 SYSTIMAX SCS Installation and Maintenance
  - 4. GL5555 SYSTIMAX SCS Certified imVision Support Specialist
  - 5. SP/ND5500 SYSTIMAX SCS iPATCH Design & Engineering
  - 6. SP/ND5510 SYSTIMAX SCS Certified iPATCH Support Specialist (CISS)
- i. Cable splicing personnel shall have a minimum of five years splicing experience and shall have completed a minimum of five major splicing projects.
- j. Manufacturer's hardware experience: All components shall be produced by manufacturers who have been regularly engaged in the production of telecommunications cabling components of the types to be installed in this project for a period of five years.

# 6.1.5 NATURE AND IMPACT OF EXCEPTIONS AND EXCLUSIONS (10 POINTS)

- 6.1.5.1 Using the Form provided in Attachment E to list exceptions.
- 6.1.5.2 Contractor's submittal will be evaluated on the nature and number of exceptions and exclusions taken regarding the Functional Specifications and Requirements.

#### 6.1.6 COST PROPOSAL (15 POINTS)

- 6.1.6.1 Refer to Attachment B for Cost Proposal form.
- 6.1.6.2 To be submitted in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped "Original" and one (1) copy of it.

#### 6.1.7 M/WBE GOALS (Pass/Fail)

6.1.8.1 To be filled in the Exhibit II (A-D) forms.

### 6.1.8 FINANCIAL CAPABILITIES (Pass/Fail)

- 6.1.8.1 To be submitted in a separate, sealed envelope, clearly marked "Financial Statement", one (1) stamped "Original" and one (1) copy of it.
- 6.1.8.2 If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:
  - a. Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
  - b. If applicable, last two years of consolidated statements for any holding companies or affiliates;
  - c. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

- d. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.
- 6.1.8.3 If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:
  - a. Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
  - b. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
  - c. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; **OR**
  - d. Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

# 6.2 PRE-BOOKING/RESERVATION SYSTEM EVALUATION

# 6.2.1 PROPOSER TEAM EXPERIENCE AND RESPONSIVENESS (35 points)

- 6.2.1.1 Describe the knowledge and experience of the team and key staff and the ability to provide the identified system and services in a timely manner.
- 6.2.1.2 Provide a description of previous or current installations in the top 30 U.S. Airports with similar requirements.
- 6.2.1.3 Provide contact information and project descriptions for five references U.S. Airports of similar size and complexity.
- 6.2.1.4 Provide the Team experience

#### 6.2.2 PROPOSED APPROACH AND SOLUTION (25 points)

Contractor shall:

- 6.2.2.1 Describe Respondent's overall approach to the scope of work
- 6.2.2.2 Provide a general work plan that describes how the Respondent will organize and conduct the work based upon the scope of work and the requirements detailed in the Functional Specifications.
- 6.2.2.3 Describe how Respondent would work with the City's project team to successfully complete the Project
- 6.2.2.4 Describe how the Pre-booking/Reservation system will assist HAS in maximizing revenues and enhance customer service.

# 6.2.3 APPLICABILITY AND PRACTICALITY OF PROJECT PROPOSAL TO THE NEEDS OF HAS (20 points)

Contractor shall:

- 6.2.3.1 Describe how the proposed solution will meet the current and future needs of HAS.
- 6.2.3.2 Describe the required HAS personnel, by type and function, required to successfully implement and manage the proposed Pre-booking/Reservation system.

### 6.2.4 COST PROPOSAL (20 POINTS)

- 6.2.4.1 Refer to Attachment B for Cost Proposal form.
- 6.2.4.2 To be submitted in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped "Original" and one (1) copy of it.

#### 6.2.6 FINANCIAL CAPABILITIES (Pass/Fail)

- 6.2.6.1 To be submitted by the proposer only bid on PRE-BOOKING/RESERVATION SYSTEM
- 6.2.6.2 To be submitted in a separate, sealed envelope, clearly marked "Financial Statement", one (1) stamped "Original" and one (1) copy of it.
- 6.2.6.3 Respondent shall provide audited financial statements if they are available. If audited financial statements are not available, Respondent must provide tax returns and along with unaudited or reviewed financials for the last two years.

#### PART IV - SUBMISSION OF PROPOSAL

#### 1.0 INSTRUCTIONS FOR SUBMISSION

- 1.1 Submit one (1) original (marked original) signed in BLUE ink by the authorized person that is binding the proposed Firm and ten (10) hard copies and ten (10) electronic copies (USB thumb drives) of its proposal to the Procurement Officer: Cathy Vander Plaats, who will receive Proposals at **18600 Lee Road, Front Desk, Humble, Texas 77338** until 2:00 p.m. (local time) on September 3, 2020.
- 1.2 Proposals are to be submitted in a sealed package, or box bearing assigned Project Number: 783 A&B, and Solicitation Number: HWC-PARCS-2020-013.
- 1.3 Proposals submitted after the Proposal Due Date will be returned to Proposer unopened.
- 1.4 The City shall bear no responsibility for submitting responses on behalf of any Respondent.
  - 1.4.1 <u>Time for Submission.</u> Proposals shall be submitted no later than the date and time indicated for submission within this RFP. Late proposals shall not be considered and shall be returned, unopened.
  - 1.4.2 <u>Format.</u> Proposal shall be left-bound with information presented on double-sided pages. Material shall be organized to mirror the sequential order of the submission requirements and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials shall not be returned.

- 1.4.3 <u>Complete Submission.</u> Proposers shall carefully review all requirements and submit all documents and information as instructed within this RFP. Incomplete submissions may result in submissions being deemed non-responsive, and may not be considered for further evaluation.
- 1.4.4 <u>Packaging and Labeling.</u> Proposer's package shall clearly indicate name of Respondent, title and number of RFP, and a due date and time for proposal due date. All listed submission requirements shall be included within the submitted proposal.

# 2.0 SUBMISSION REQUIREMENTS

# 2.1 Each proposal shall be organized in the following order:

# 2.1.1 OUTSIDE COVER

This shall contain the name of the RFP "HWC-PARCS-2020-013, Contractor for PARCS / Pre-Booking/Reservation System at IAH & HOU Airports", the name of the Proposer, and the submittal date. Remember to label the original documents as "ORIGINAL" on the outside cover.

# 2.1.2 TABLE OF CONTENTS

#### **2.1.3 SECTION 1 – TRANSMITTAL LETTER** (2 pages maximum)

- 2.1.3.1 Submit a transmittal letter to Cathy Vander Plaats, Procurement Officer, City of Houston. The transmittal letter shall state: "The Proposal is valid for 180 days, and that the signer of the document is authorized by the Proposer to sign the document."
- 2.1.3.2 The letter shall contain the name and role of all individuals proposed for the Team, and the Proposer must certify that all Key Personnel were selected based on demonstrated competence and qualifications.
- 2.1.3.3 The letter must include a statement committing the availability of all Key Personnel identified in the RFP.
- 2.1.3.4 One copy of the transmittal letter shall contain the original signature of the team lead.
- 2.1.3.5 The Proposer's transmittal letter must acknowledge the receipt of all RFP Letters of Clarification or Addenda.

#### 2.1.4 SECTION 2 – DESCRIPTION OF FIRM (4 pages maximum)

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

#### 2.1.5 SECTION 3 – EXECUTIVE SUMMARY (8 pages maximum)

The Executive Summary should provide an overview of the qualifications necessary to accomplish the Project, which includes a narrative statement of the Proposer's understanding of the Project and key points in their Proposal. At a minimum, the Executive Summary must contain the following information:

- 2.1.5.1 Complete legal name of the Proposer, the name of the legal entities that comprise the Proposer, and all proposed subcontractors. The Proposer must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, as well as the legal structure of the entity and a listing of major satellite offices. If the Proposer is made up of more than one firm, the legal relationship between these firms must be described.
- 2.1.5.2 Prepare narrative statements that describes the Proposer's understanding of the work involved in performing the Scope of Work that is described in the Functional Specification.

#### 2.1.6 SECTION 4 – PARCS EVALUATION

Refer to PART III Section 6.1 PARCS Evaluation Criteria.

### 2.1.7 SECTION 5 – PRE-BOOKING / RESERVATION SYSTEM EVALUATION

Refer to PART III Section 6.2 Pre-Booking/Reservation System Evaluation Criteria.

# 2.1.8 SECTION 6 – REQUIRED FORMS

Refer to PART VII REQUIRED FORMS/DOCUMENTS TO BE SUBMITTED.

#### 2.1.9 SECTION 7 – ADDITIONAL INFORMATION

- 2.1.9.1 The Proposer is invited to describe any particular aspects of its organization or submittal that, by way of background, experience, unique qualifications, or other basis would set it apart from the competition in its ability to accomplish the Scope of Work.
- 2.1.9.2 If the Proposer believes any information, data, process or other material in its Proposal should be considered by the City to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.

#### 2.1.10 SECTION 8 – FINANCIAL CAPABILITIES (submit in a separate sealed envelope)

- 2.1.10.1 Proposer 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.
- 2.1.10.2 Proposer must provide audited financial statements if they are available. If audited financial statements are not available, Proposer must provide tax returns with unaudited or reviewed financials.
- 2.1.11 SECTION 9 COST PROPOSAL (submit in a separate sealed envelope)

Refer to PART III Section 6.1.7

#### 2.1.12 SECTION 10 – MINIMUM QUALIFICATIONS

- 2.1.12.1 Refer to PART III Section 6.0
- 2.1.12.2 Proposer is required to submit a check list indicating where MINIMUM QUALIFICATIONS are met in the Proposal.

# PART V – SPECIAL CONDITIONS

### 1.0 No-Contact Period

Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, 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. 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 Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, 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.

# 2.0 Equal Opportunity Employment

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

#### 3.0 Protests

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) <u>http://www.houstontx.gov/policies/administrative\_policies.html</u>

#### 4.0 Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all qualifications packages received prior to contract award.

# 5.0 Anti-Boycott of Israel:

Vendor certifies that Vendor is not currently engaged in, and agrees or the duration of the contract not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

#### 6.0 Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and

# Purchasing

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 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: <u>http://www.houstontx.gov/execorders/1-56.pdf</u>

# 7.0 SB 943 - Public Information and Disclosure of Certain Contracting Information

"The requirements of Subchapter J, Chapter <u>552</u>, Government Code (<u>https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552</u>), may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

# PART VI – INSTRUCTIONS TO RESPONDENTS

#### 1.0 Pre-Proposal Conference

1.0.1 Pre-Proposal Conference shall be held at the date, time, and location as indicated on the first page of the RFP document. Interested Respondent(s) should plan to attend. It will be assumed that potential Respondent(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

#### 2.0 Additional Information and Specification Changes

2.0.1 Requests for additional information and questions shall be addressed to the Senior Procurement Specialist, Warren Ching by e-mail method to <u>Warren.Ching@houstontx.gov</u> no later than 12:00 P.M., CST by July 30, 2020. The City shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFP. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFP.

#### 3.0 Letter(s) of Clarification

- 3.0.1 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 RFP should be used inpreparing Submission responses.
- 3.0.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

#### 4.0 Examination of Documents and Requirements

4.0.1 Each Respondent shall carefully examine all RFP documents and thoroughly

familiarize themselves with all requirements prior to submitting a Submission to ensure that the Submission meets the intent of this RFP.

4.0.2 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 RFP. 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 RFP.

#### 5.0 Exceptions to Terms and Conditions

- 5.0.1 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 RFP where the Exceptions occur (refer to Attachment E Contract Exception Chart). Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer or designee, 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.
- 5.0.2 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 RFP, or result in possible rejection of Submission.

#### 6.0 Post-Submission Discussions with Respondent(s)

6.0.1 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).

#### PART VII – REQUIRED FORMS TO BE SUBMITTED WITH RFP

- EXHIBIT I-A OFFER AND SUBMITTAL
- EXHIBIT I-B REFERENCES
- EXHIBIT I-C LIST OF SUBCONTRACTOR(S)
- EXHIBIT II OBO FORMS (ATTACHMENTS A C)
- EXHIBIT III CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE
- EXHIBIT IV CITY OF HOUSTON OWNERSHIP INFORMATION FORM
- EXHIBIT V ANTI-COLLUSION STATEMENT
- EXHIBIT VI BIDDER'S STATEMENT OF RESIDENCY
- EXHIBIT VII CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT I OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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# EXHIBIT I-A OFFER AND SUBMITTAL

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: (Signature of Authorized Officer or Ag	ent)	
Printed Name:		
Title		
Date:		
Address of Contractor: Street Address or I City – State – Zip C	-	
Telephone No. of Contractor: ()		
Signature, Name and title of Affiant:		
(Notary Public in and for)		
		County, Texas
My Commission Expires:	_day of	20_

#### EXHIBIT I-B REFERENCES LIST OF PREVIOUS CUSTOMERS

Name: Phone No.:		
Contract Award Date:	Contract Completion Date:	
Contract Name/Title:		
Name:	Phone No.:	
	Contract Completion Date:	
Contract Name/Title:		
Contract Award Date:	Phone No.: Contract Completion Date:	
Name:	Phone No.:	
Address:		
Contract Award Date:	Contract Completion Date:	
Contract Name/Title:		

# EXHIBIT I-C LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Submission.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

# EXHIBIT II ATTACHMENT "A" SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT:

BID NO.:

FORMAL BID TITLE:

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

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

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

NOTE:

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

**BIDDER COMPANY NAME** 

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

# EXHIBIT II ATTACHMENT "B" OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

# NOTICE OF INTENT

# THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To:	City of Houston Administering Department		C	Date:	
Proje	ect Name and Number				
Bid Amount:		M/W/	/BE Goal:		
	Prime Contractor		, agrees to ente	er into a contractual agreeme	nt with
with	MWBE Subcontracto the above-referenced contract	or	rovide the followir	ng goods/services in connection	on
for a	n estimated amount of \$		or	% of the total c	ontract value.
	(M/W/BE Subcontractor)			h the City of Houston's Office in the aforementioned capac	
	Prime Contractor		M/W	/BE Subcontractor	Intend to
	on the above-named contract Provisions, contingent upon aw				City of Houston
Sign	ed (Prime Contactor)		Signed (M/W/BI	E Subcontractor)	
Print	ed Signature		Printed Signatu	re	
Title		Date	Title	Date	

#### EXHIBIT II ATTACHMENT "C" CERTIFIED M/WBE SUBCONTRACT TERMS

# CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO MEDIATION" and contain the following terms:

- 1. (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
- 2. (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
- 3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A <u>goal-oriented</u> contract means any contract for the supply of goods or non-professional services in excess of <u>\$100,000.00</u> for which competitive submissions are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer or designee has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-submission conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

# DECLARATION OF HIRE HOUSTON FIRST DESIGNATION

Print Name

**DIRECTIONS:** Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.** 

If your company does not have a HHF designation and would like to apply for designation go to: <u>www.houstontx.gov/obo/hirehoustonfirst.html</u> at least 10 working days prior to submitting a bid or proposal.

1.	This certifies that Bidder/Proposer,, is a Hire Houston Fire designated <b>City Business (CB).</b> A valid certificate of designation is attached.		
	Print Name	Signature	Date
2.	This certifies that Bidder/Proposer, designated <b>Local Business (LB).</b> A	valid certificate of designation	, is a Hire Houston First on is attached.

Signature

Date

# EXHIBIT III FAIR CAMPAIGN ORDINANCE

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

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

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

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

# A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the attached form entitled **"Contractor Submission List"** will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

# EXHIBIT III FORM "A": FAIR CAMPAIGN

# CONTRACTOR SUBMISSION LIST CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with Chapter 18 of the Code of Ordinances.

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

The term "contractor" means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the City Council agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name:	
i initi er eenpany i taine.	

Firm or Company Address:

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

[] SOLE PROPRIETOR

Name

Proprietor

Address

[] A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP (IF NONE STATE "NONE")

Name

Partner

Partner

Address

Name \_\_\_\_

\_\_\_\_

Address

[] A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE "NONE")

Name			
	Member/Manager	Address	
Name	Member/Manager		
	Member/Manager	Address	
Name	Member/Manager	Address	
[]	A CORPORATION		
LIST ALL DIF	RECTORS OF THE CORPO	ORATION (IF NONE STATE "NONE")	
Name	Director		
Name	Director	Address	
Name	Director	Address	
LIST ALL OF	FICERS OF THE CORPOR	RATION (IF NONE STATE "NONE")	
	Officer	Address	
Name			
	Officer	Address	
Name			
	Officer	Address	
	DIVIDUALS OWNING 10% RPORATION (IF NONE ST	OR MORE OF OUTSTANDING SHARES ATE "NONE")	OF STOCK
Name	Owner	Address	
	Owner	Address	
Name	Owner	Address	
Name			
	Owner	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 knowledge of the accuracy of the information provided herein.

gnature	
inted Name	
tle	

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

12/15/2016

#### EXHIBIT IV: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

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.

<u>Contracting entity</u> 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 <u>contracting entity</u> 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. <u>Failure to provide this information may be just cause for rejection of your Bid or Proposal.</u>

#### EXHIBIT IV: AFFIDAVIT OF OWNERSHIP OR CONTROL

ORIG. DEPT.: [DEPARTMENT]

FILE/I.D. NO.: [WBS NO.]

<b>INSTRUCTION:</b> ENTITIES USING AN ASSUMED NAME S FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/L	SHOULD DISCLOSE THAT FACT TO AVOID REJECTION OF THIS AFFIDAVIT. THE EGAL NAME DBA ASSUMED NAME.
STATE OF §   § AI   COUNTY OF §	FFIDAVIT OF OWNERSHIP OR CONTROL
	n this day personally appeared
[FULL NAME] (the "Affiant"),	·
[STATE TITLE/CAPACITY WITH CONTRACTING	<b>ЕNTITY</b> ] of
[Contracting Entity's co	DRPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly
sworn on oath stated as follows:	
-	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	o be in an amount that exceeds \$50,000.
<b>3.</b> The following information is submitted in in connection with the above described project or m	n connection with the proposal, submission or bid of Contracting Entity natter.
<b>4.</b> Contracting Entity is organized as a bus	iness entity as noted below (check box as applicable).
FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
[] SOLE PROPRIETORSHIP []CORPORATION []PARTNERSHIP []LIMITED PARTNERSHIP []JOINT VENTURE	[] NON-PROFIT CORPORATION [] UNINCORPORATED ASSOCIATION

**5.** The information shown below is true and correct for the Contracting Entity; and

[] LIMITED LIABILITY COMPANY [] OTHER (Specify type in space below)

6. All owners of 10% 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 <u>FULL</u> NAMES, LOCAL BUSINESS <u>AND</u> RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO <u>NOT</u> USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS Page 39 of 51

# 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]			
<b>10% O</b> Name:	wner(s) or More (IF NONE, STATE "NONE.'			
	[CITY/STATE/ZIP CODE]			
	Telephone Number	()		
	Email Address [OPTIONAL]			
	Residence Address [NO./STREET]			
	[CITY/STATE/ZIP CODE]			
	Telephone Number	()		
	Email Address <i>IOPTIONALI</i>			

#### 7. Optional Information

Contracting Entity and/or	[NAME OF OWNER OR NON-PROFIT
OFFICER] is actively protesting, challenging or appealing the accura [CONTRACTING ENTITY, OWNER OF	
Name of Debtor:	-
Tax Account Nos.	
Case or File Nos.	
Attorney/Agent Name	
Attorney/Agent Phone No. ()	
Tax Years	
Status of Appeal [ <b>Describe</b> ]	

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)						
			No	tary 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.

## EXHIBIT V ANTI-COLLUSION STATEMENT

### Anti-Collusion Statement

The undersigned, as **Respondent**, certifies that the only person or parties interested in this <u>Response</u> as principals are those named herein; that the Respondent 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

Respondent Signature

## EXHIBIT VI 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 2016)	).

Signature

"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.	а	is a resident of	and is a
Nonres	side	nt Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(3) (Vernon 2016).	

Signature

"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/does not] have a state statute giving preference to resident bidders.

Signature

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

Title

Title

Title

Date

## EXHIBIT VII CONFLICT OF INTEREST QUESTIONNAIRE

## CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

#### Who must file a CIQ?

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

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

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

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

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

## What is a business relationship?

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

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

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

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the <u>Request</u> for <u>Qualifications</u> package. <u>Any questions about filling out this form should be directed to your attorney.</u>

### EXHIBIT VII CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	
nis questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 176, Local Government Code y a person who has a business relationship as defined by Section 176.001(1-a) with a local overnmental entity and the person meets requirements under Section 176.006(a).	Date Received
law this questionnaire must be filed with the records administrator of the local governmental tity not later than the 7th business day after the date the person becomes aware of facts at require the statement to be filed. See Section 176.006, Local Government Code.	
person commits an offense if the person knowingly violates Section 176.006, Local overnment Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
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 apliater than the 7th business day after the date the originally filed questionnaire become	
Name of local government officer with whom filer has employment or business relationshi	р.
This section (item 3 including subparts A, B, C & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable i income, from the filer of the questionnaire?	ncome, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than inved direction of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity wigovernment officer serves as an officer or director, or holds an ownership of 10 percent or me	
Yes No	
D. Describe each employment or business relationship with the local government officer nar	ned in this section.
D. Describe each employment or business relationship with the local government officer nar	ned in this section.

#### PART VIII – ATTACHMENTS

- ATTACHMENT A FUNCTIONAL SPECIFICATIONS
- ATTACHMENT B COST PROPOSAL FORM
- ATTACHMENT C PERMITTED DRAWING SET
- ATTACHMENT D SAMPLE CONTRACT
- ATTACHMENT E CONTRACT EXCEPTION CHART

## ATTACHMENT A

## FUNCTIONAL SPECIFICATIONS

(Attached Separately)

May be obtained <u>electronically</u> at the Fly2Houston website: <u>https://www.fly2houston.com/biz/opportunities/solicitations/</u>

## ATTACHMENT B

COST PROPOSAL FORM

(Attached Separately)

May be obtained <u>electronically</u> at the Fly2Houston website:

https://www.fly2houston.com/biz/opportunities/solicitations/

## ATTACHMENT C

## PERMITTED DRAWING SET

(Attached Separately)

May be obtained <u>electronically</u> at the Fly2Houston website:

https://www.fly2houston.com/biz/opportunities/solicitations/

## ATTACHMENT D

SAMPLE CONTRACT

(Attached Separately)

May be obtained <u>electronically</u> at the Fly2Houston website: <u>https://www.fly2houston.com/biz/opportunities/solicitations/</u>

## ATTACHMENT E

## CONTRACT EXCEPTION CHART

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

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

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

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

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

<sup>&</sup>lt;sup>1</sup> Note that this language is merely illustrative and does not necessarily represent any actual language in the RFP or Terms and Conditions related to the RFP. Proposer shall include the exact language from the RFP or the Terms and Conditions in this column.

<sup>&</sup>lt;sup>2</sup> The examples of redlined language are merely illustrative and do not indicate language that the City would or would not accept or be willing to agree to.