

Project Management Services

Request for Proposals (“RFP”)

ISSUE DATE: October 5, 2017

DUE DATE: **11:00 a.m.** on **October 19, 2017** (“Submission Deadline”)

INSTRUCTIONS: Proposers must submit eight paper copies of their complete proposal and one electronic copy (on a flash drive) of their proposal in a sealed envelope in person, via mail or courier. Please write the proposer’s name, phone number and email address on the outside of the sealed envelope. Late proposals and submittals received by email or fax are non-responsive and will be rejected without consideration.

SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Ste. 200, Houston, Texas 77010. Submittals received by email or fax will be rejected.

CONTACT INFO: Questions concerning this RFP must be sent by e-mail to bids@houstonfirst.com no later than **11:00 a.m.** on **October 12, 2017**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online.

OVERVIEW. Houston First Corporation (“HFC”) requests proposals from experienced project management firms with the ability to assist HFC in the oversight of recovery and reconstruction projects at Wortham Theater Center and the Theater District Underground Parking Garages in downtown Houston, Texas.

On August 27, 2017 floodwater resulting from Hurricane Harvey inundated the basement of the Wortham Theater Center and filled the Theater District Parking Garages with millions of gallons of water. The facilities have remained closed since the disaster.

To prevent further damage and deterioration, HFC retained Gilbane Reconstruction Services, LLC to pump out standing water, remove debris, provide temporary ventilation, and perform other emergency mitigation services required to stabilize critical life-safety systems at the facilities.

As the emergency mitigation phase moves forward, HFC is prepared to begin addressing the reconstruction work necessary to restore the facilities to their pre-loss condition and has identified a need for an experienced project management firm. The firm selected will assist HFC in the preparation of low-bid and price-per-unit public works contracts, cost estimation, project scheduling and prioritization, contract administration, and construction management, as well as project worksheet and other pertinent report preparation, review, content recommendations, and hazard mitigation proposals required for reimbursement by FEMA and any other applicable agency. The rough order of magnitude for the reconstruction phase, including ongoing emergency services underway as of October 5, 2017, is estimated at 40-45 million dollars.

Potential proposers are advised that the contract resulting from the RFP will be a professional services contract. This RFP is **not** for construction work.

BACKGROUND. HFC is a local government corporation created by the City of Houston to enhance quality of life, advance economic prosperity and promote and position Houston as a premier destination for leisure tourism and major events.

HFC is responsible for management and operation of more than ten city-owned buildings and plazas, including the George R. Brown Convention Center, Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and outdoor facilities such as Jones Plaza, Ray C. Fish Plaza, Root Memorial Square, and several other landscaped properties and parking facilities.

Opened in 1987, the iconic Wortham Theater Center is a 437,500-square foot performing arts facility featuring two theaters, the 2,405-seat Alice and George Brown Theater and the 1,100-seat Lillie and Roy Cullen Theater. Wortham Theater Center is home to Houston Ballet and Houston Grand Opera and has welcomed arts groups and patrons from around the world.

Spanning nearly six city blocks underground, the Theater District Underground Parking Garage consists of three interconnected facilities (Civic Center, Large Tranquility and Small Tranquility) totaling 3,369 parking spaces.

SCOPE OF SERVICES. As the emergency remediation phase draws to a close, HFC seeks to engage a project management firm to provide comprehensive coordination and support services throughout the reconstruction phase, including the following tasks:

- a. Cost-estimating individual projects and advising HFC on matters pertaining to the overall project budget;
- b. Regular meetings with HFC, City of Houston officials, and their contractors;
- c. Assisting HFC in the preparation of contract documents, including review of drawings and specifications;
- d. Reviewing questions received from potential contractors during the bidding process;
- e. Providing recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost;
- f. Overall project management, including facilitating all phases of projects concurrently, from predesign through construction completion;
- g. Project schedule development, including adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items;
- h. Identification of long-lead items to facilitate the earliest feasible date for project completion;
- i. Value engineering assistance and best construction practices recommendations;
- j. Project worksheet and other pertinent report preparation, review, content recommendations, and hazard mitigation proposals required for reimbursement by FEMA and any other applicable agency;
- k. Collecting and organizing contracts, reports, logs, and other supporting documentation necessary for project worksheets;
- l. Managing third-party architectural and engineering contracts entered into by HFC and meeting with design professionals;
- m. Reviewing, reconciling and validating payment applications and invoices from third-party construction contractors, architects and engineers;

- n. Ensuring compliance with prevailing wage and hour requirements;
- o. Close-out document review, including punch-list documentation; and
- p. Other tasks and matters reasonably relating to the foregoing.

PROPORAL FORMAT. Proposers are asked to include all of the following information in their proposal:

- a. **Transmittal Letter:** Briefly summarizing the proposer's understanding of the work to be completed signed by a person authorized to make representations on behalf of the firm, including a direct phone number and email address. Proposers **must** make a specific, unambiguous statement accepting and agreeing to comply, if selected, with the Material Contract Terms and Conditions. Proposers may identify any objections within or immediately following the letter; provided, however, that proposals including material exceptions are deemed non-responsive and will be rejected without consideration.
- b. **Project Team:** A seasoned project management team is an essential element of a successful proposal. Please identify the essential personnel who would be assigned to work with HFC and provide a summary of their qualifications and experience.
- c. **Experience:** The proposer selected must have substantial experience in disaster-recovery projects and demonstrable ability to manage a broad multi-disciplinary construction and professional services contracts simultaneously. Please discuss (no more than) three completed project management contracts completed by members of the Project Team that are comparable, in scope and complexity, to the requirements of this solicitation. Provide references for each project.
- d. **Pricing:** Proposers **must** include a single lump-sum fee based on the information provided in the RFP, including the Material Contract Terms and Conditions and assuming an eight-month term. Additionally, proposers **must** provide a written and formulaic explanation of how the proposer calculated the lump-sum fee.
- e. **Diversity Commitment:** Proposers should indicate how they intend to meet the 30% Diversity Goal for this solicitation. Proposers are asked to identify any probable MWBE and HUB subcontractors or consultants.

Proposals should be organized, clear and concise. Proposers are asked to avoid excessive graphics, title pages, or other information other than requested in this Proposal Format section.

EVALUATION. HFC will review and rank every proposal received in response to this RFP based on the following weighted criteria: Transmittal Letter (15%); Project Team (25%); Experience (25%); Pricing (25%); and Diversity (10%).

HFC reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve the best interests of HFC. This RFP does not commit HFC to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. HFC reserves the right to request oral interviews, proposal clarifications/additional information, and/or best-and-final offers from some or all proposers prior to making a final selection.

FORM OF AGREEMENT. By submitting a proposal, each proposer agrees, if selected by HFC to perform services, to enter into an agreement which shall include, but not be limited to, the Material Contract Terms and Conditions attached as Exhibit "A". If a proposer takes exception to any portion of such terms and conditions, then such proposer must submit a list of such exceptions as part of its transmittal letter in response to this RFP; provided, however, that proposals including material exceptions are deemed non-responsive and will be rejected without consideration.

TERM. The duration of services to be performed by the proposer selected is eight calendar months, subject to extension under the Project Management Services Agreement.

RESTRICTIONS ON COMMUNICATIONS. From the date issued until the Submission Deadline, proposers are directed not to communicate with any HFC employee or director regarding any matter relating to this RFP, other than through bids@houstonfirst.com. HFC reserves the right to reject any proposal due to violation of this provision.

LETTERS OF CLARIFICATION. Any notices or revisions to be incorporated into this RFP will be confirmed in a written letter to all potential respondents (“Letter of Clarification”) prior to the Submission Deadline. When issued by HFC, Letters of Clarification automatically become part of this RFP and shall supersede any previous specifications or provisions in conflict therewith. By submitting a proposal, proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their proposal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each respondent to monitor www.houstonfirst.com/Do-Business to ensure they receive any such Letters of Clarification.

PRE-PROPOSAL CONFERENCE. A pre-proposal conference will not be held as part of this RFP.

DIVERSITY COMMITMENT. The proposer selected will be required to use good faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the HFC Diversity Program (see www.houstonfirst.com/do-business). The specific goal for this project is **30%** of the total value of the agreement. Proposers should note if they are certified as a diversity participant in their proposal; however, such certification shall not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants.

RFP PACKETS. A complete copy of this RFP, including attachments, necessary forms and other relevant information is available on-line at www.houstonfirst.com/Do-Business.

PUBLIC INFORMATION. As HFC is subject to the Texas Public Information Act (“TPIA”), all information submitted by proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Proposers will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

CONFLICTS OF INTEREST. Proposers are advised that they have an obligation to disclose any affiliation or business relationship that might cause a conflict of interest with HFC. The relevant disclosure form is available online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a proposal, proposers represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

WITHDRAWAL; ERROR. Proposals may be withdrawn due to errors or for any other reason by a written request received by bids@houstonfirst.com prior to the Submission Deadline.

Exhibit "A"

**Project Management Services
Material Contract Terms & Conditions**

Term. The term of this Agreement is eight calendar months from the date the Agreement is countersigned by HFC. The term may be extended for up to 90 calendar days in a writing signed by both parties identifying the scope of services required by HFC and a reasonable, mutually-agreed fee, to be calculated in good faith a manner substantially similar to the method used to determine the fee under this Agreement.

Insurance. With no intent to limit Contractor's liability under the indemnification provisions, Contractor shall provide and maintain, and shall require its contractors and subcontractors to maintain, from the Effective Date, until final completion of all work related hereto, the following insurance and available limits of liability:

Commercial General Liability	Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	Combined single limit of \$1,000,000
Workers' Compensation	Statutory limits for Workers' Compensation
Employer's Liability	Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee

The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least A- and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

Insurance Endorsements. Each policy, except those for Workers' Compensation and Employer's Liability, must include an additional insured endorsement in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement. Each policy must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation. Each policy hereunder, except Workers' Compensation insurance, shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

Release. CONTRACTOR AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT.

Indemnification. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER

DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR DOES NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE. CONTRACTOR SHALL CAUSE ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.

Indemnification Procedures. If HFC or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. Such notice does not prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Contractor must advise HFC as to whether or not it will defend the claim. If Contractor does not assume the defense, then HFC shall assume and control the defense, and all defense expenses constitute an indemnification loss. If Contractor elects to defend the claim, then HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees, (ii) would require the Indemnitees to pay amounts that Contractor does not fund in full, (iii) would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Termination for Cause. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

Termination for Convenience. HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Contractor. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this

Agreement up to the termination date. HFC shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed herein. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S EXCLUSIVE REMEDIES FOR HFC'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM HFC'S TERMINATION FOR CONVENIENCE.

Diversity Commitment. Contractor shall make good faith efforts to award subcontracts equal to **30%** of the value of this Agreement to Contractor to certified, diverse suppliers of goods and services in accordance with the Diversity Program established by HFC, which is made a part hereof for all purposes. Contractor shall disclose to HFC the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC with each invoice, or as directed by HFC.

Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 10 calendar days' after the Force Majeure ceases. If the Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days' written notice to the other party; such termination is not a default or breach of this Agreement.

Inspections and Audits. Contractor grants HFC, the Federal Emergency Management Association, the Texas Department of Emergency Management, and the Comptroller General of the United States, including any of their authorized representatives, the right to examine and review Contractor's books, records and billing documents which are related to performance, payment or compliance under this Agreement. Contractor shall maintain such books, records, and billing documents for 3 years after the cessation of Contractor's services under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

Ownership of Documents. Contractor shall grant and assign and hereby does grant and assign to HFC all right, title, interest and full ownership worldwide in and to all Instruments of Service, including any modifications or improvements thereto, that are developed, written or produced by Contractor, its agents, employees, contractors and subcontractors for HFC pursuant to this Agreement. Contractor shall execute all documents required by HFC to further evidence such assignment and ownership. Contractor shall cooperate with HFC in registering, creating or enforcing any copyrights or other possessory or proprietary rights arising hereunder. As used herein, the term "Instruments of Service" includes all representations, in any medium, of the tangible and intangible creative work performed by Contractor including, without limitation, reports, studies, conceptual designs, surveys, specifications, drawings, photographs, videos, graphics, specifications, and other similar materials.

Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

Independent Contractor. The relationship of Contractor to HFC shall be that of an independent contractor. Contractor has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

Venue. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

Survival and Severability. Contractor shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

Equal Opportunity. Contractor shall comply with the applicable Equal Opportunity Clause required by the U.S. Federal Government, including but not limited to the provisions of 41 CFR § 60-1.4(b). These provisions are inclusive of any amendments which may be made to such regulations. Further, Vendor shall include the summary of the provisions of 41 CFR § 60-1.4(b), as may be amended, in subcontracts it enters into under this Agreement.

Environmental Compliance. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Contractor shall report all violations to the Texas Division of Emergency Management, FEMA, and the regional office of the Environmental Protection Agency. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.). Contractor shall include the requirements of this section in each subcontract exceeding \$150,000.

Copeland Anti-Kickback Act. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145 and the requirements of 29 C.F.R. part 2 as may be applicable, which are incorporated in this Agreement by this reference. Contractor shall insert in any subcontracts the foregoing clause and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with such contract clauses.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by HFC. If it is later determined that Contractor failed to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HFC hereunder, the State of Texas (including any agency or division thereof) and/or the U.S. Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of the Agreement, including any extension thereof. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.