

# REQUEST FOR PROPOSALS

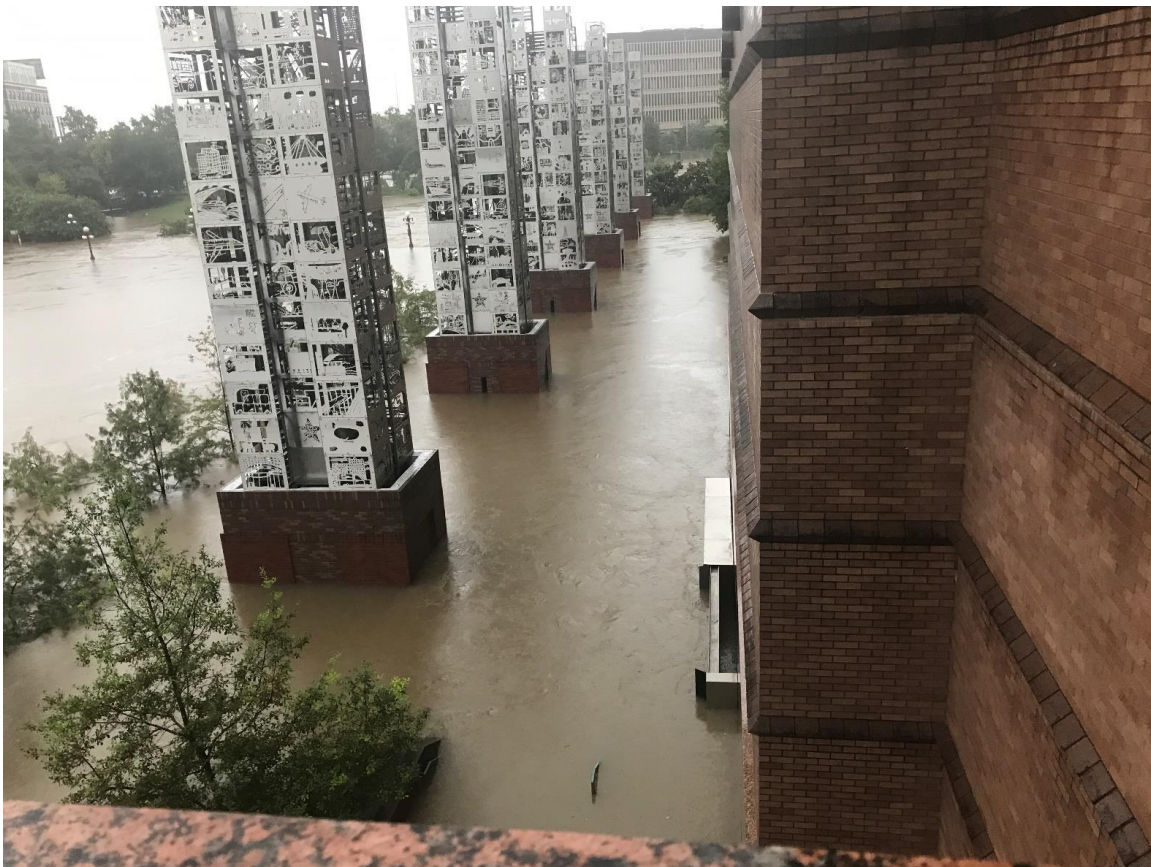
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## CONSTRUCTION MANAGER-AT-RISK SERVICES (ONE-STEP PROCESS)

WORTHAM THEATER CENTER

&

THEATER DISTRICT PARKING GARAGES



HOUSTON FIRST CORPORATION

NOVEMBER 10, 2017



**Construction Manager-at-Risk Services (One-Step Process)  
Wortham Theater Center & Theater District Parking Garages**

**Request for Proposals (“RFP”)**

- ISSUE DATE: November 10, 2017
- DUE DATE: **11:00 a.m. on December 11, 2017** (“Submission Deadline”)
- INSTRUCTIONS: Please submit 7 paper copies and 1 electronic copy of the proposer’s proposal (“Proposal”) on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write “**CMAR RFP**” clearly on the outside of the sealed envelope. Submittals received by email, fax or after the Submission Deadline will be rejected.
- SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010.
- CONTACT INFO: Any questions concerning this RFP must be submitted by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **11:00 a.m. on December 1, 2017**. Questions will be answered collectively in the form of one or more letters of clarification (each a “Letter of Clarification”) and made available online for all prospective proposers at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business).

**PROJECT OVERVIEW.** Houston First Corporation (“HFC”), pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, hereby issues this request for proposals from highly-qualified construction management firms (each a “Proposer” and collectively, “Proposers”) capable of providing pre-construction and construction-phase services through the construction manager-at-risk delivery method relating to the restoration of the Wortham Theater Center and the Theater District Parking Garages in Houston, Texas to their pre-loss condition utilizing contemporary materials of like kind and quality (the “Project”).

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, and address exigent conditions, 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.

On October 5, 2017, HFC issued a request for proposals to identify a qualified project manager to act as owner’s representative to help control costs and provide consulting services to HFC, including independent cost analysis as needed, throughout the course of the Project. Proposals are under review as of the Issue Date of this RFP. The project manager (“Project Manager”) selected by HFC may not serve, alone or in combination with another person or entity, as the construction manager-at-risk.

On October 27, 2017, HFC issued a request for qualifications to identify a qualified architectural firm to

develop and generate design and construction documents pertaining to the Project including, in addition to phased architectural services, engineering services (structural, mechanical, electrical, plumbing, civil and acoustical), and specialty sub-consultants (parking systems, wayfinding, and theater design, including soundproofing and spring wood stage design). Statements of qualification from qualified architectural firms are due November 20, 2017. HFC intends to select an architectural firm prior to selection of a construction manager-at-risk. The architectural firm selected by HFC may not serve, alone or in combination with another person or entity, as the construction manager-at-risk.

On November 8, 2017, at a duly-held meeting, the HFC Board of Directors determined that the construction manager-at-risk method offers the best value to HFC for the Project and authorized use thereof in accordance with the provisions of Texas Government Code Chapter 2269, Subchapter F.

Proposers acknowledge that Federal Emergency Management Agency (“FEMA”) financial reimbursement assistance with respect to payments due by HFC under the Construction Contract (defined below). The Proposer selected as a result of this process shall be required to comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements.

This RFP is the sole step in a one-step process for selecting a construction manager-at-risk (“CMAR”). HFC expects the CMAR selected as a result of this RFP to work expeditiously and cooperatively with HFC, the City of Houston, the architect, the Project Manager, and any other consultants engaged by HFC to perform services related to the Project.

**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.** Substantive construction work with respect to the Project includes electrical, HVAC, building automation/control, wood stage erection, rough carpentry, masonry, millwork/finish carpentry, waterproofing/caulking, glass/mirrors, painting/wall covering, striping, elevators, drywall, plaster, tilework (ceramic, vinyl, stone and terrazzo), acoustical wall panels, and doors (including frames and hardware). Soundproofing throughout Wortham Theater Center and specialized work to replace the spring wood stage at the facility are also material Project components.

At or near the completion of detailed design documents for the Project, the CMAR selected as a result of this RFP will be required to prepare and submit a Guaranteed Maximum Price (“GMP”) to HFC for review and approval. The GMP will be inclusive of the Cost of the Work (as defined in the Construction Contract), the Lump Sum General Conditions Amount (as defined in the Construction Contract), and the CMAR Fee (as defined in the Construction Contract).

During the construction phase of the Project, the CMAR shall publicly advertise, solicit, award and enter into, as general contractor, all subcontracts necessary and appropriate to provide all labor and materials for the completion of the Project in accordance with applicable law, including, but not limited to, all applicable Federal laws, regulations, executive orders, and FEMA requirements (including, without limitation 2 C.F.R. §§ 200.318-326). All aspects of the CMAR's solicitation and award process shall require prior review and approval by HFC as to its form and content so as to monitor costs and ensure compliance with applicable law.

The CMAR shall hold all subcontracts and shall be responsible for the means and methods of construction, project safety, compliance with applicable laws and completion of the Project within the agreed-upon schedule. **The CMAR shall be responsible for completing the Project within the GMP.** The CMAR exceeds the GMP at its own risk. Any underruns will benefit HFC.

A preliminary Project schedule is pending as of the Issue Date of this RFP and will be made available online at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business). An estimate of the total Project cost is provided in the attached Compensation Form.

**SELF-PERFORMANCE OF WORK PROHIBITED.** Notwithstanding the provisions of Section 2269.255(b) and 2269.257 of the Texas Government Code, the CMAR selected as a result of this RFP shall **not** be allowed to self-perform work in connection with this Project; in the event of any subcontractor default, the CMAR shall be required to replace such subcontractor(s) at CMAR's sole cost and expense, without any increase in the GMP.

**MINIMUM QUALIFICATIONS.** Proposers must have significant experience in the provision of construction services using the construction manager-at-risk method, including comparable completed projects and demonstrable ability to work successfully with an owner and architect. To be considered, responsive, Proposers must timely submit to HFC (i) a complete proposal, in the order and including the required content in the Proposal Format section of this RFP; (ii) a completed Compensation Form; (iii) a completed and signed Anti-Lobbying Certification; (iv) a completed and signed Certification Regarding Debarment/Suspension; and (v) a completed and signed Proposer Questionnaire. Proposers who fail to submit the required Compensation Form, certifications and questionnaire with their proposal are deemed nonresponsive and will have their proposals rejected without further review or consideration

**PROPOSAL FORMAT.** Proposers are asked to provide all of the following information in the Proposal in an orderly and concise manner:

- a. **Transmittal Letter:** Write an introductory letter effectively summarizing why the Proposer should be selected for this Project. The letter must be signed by a person authorized to make representations on behalf of the Proposer and include a direct phone number and email address. Proposers must make a specific, unambiguous statement accepting and agreeing to comply with the Construction Contract, if selected. Proposers must identify all objections and exceptions to the Construction Contract, if any, within or immediately following the letter; provided, however, that proposals including material objections or exceptions may, at HFC's election, be deemed non-responsive and rejected.
- b. **Project Team:** Identify the essential personnel who would be assigned to perform work on this Project, such as the superintendent and responsible corporate executive; include a brief summary of their qualifications.
- c. **Experience:** Please discuss three projects completed primarily by the Project team members

using the construction manager-at-risk process that are similar in scope and type to this Project. Experience with the FEMA reimbursement process, theater soundproofing, and sprung wood stage design are an advantage. Provide current references for each relevant project.

- d. **Pricing:** Please complete and submit the Compensation Form attached hereto as Attachment "1" and attached the supporting documentation requested.
- e. **Safety:** Please provide Proposer's Experience Modification Rate and list any OSHA violations during the last five years.
- f. **Diversity Efforts:** Proposers should identify any diversity subcontractors who are a part of their Project team and indicate how the Proposer intends to make good faith efforts to utilize certified diversity subcontractors to perform construction work. Identification of construction-trade subcontractors is **not** required at this time. At a minimum, Proposers must indicate their commitment to taking the required affirmative steps set forth in this RFP (see "Good Faith Diversity Efforts" below).

Proposers are asked to avoid excessive graphics, title pages, or other extraneous information in their submittal other than as requested in this RFP.

**EVALUATION.** HFC will review and rank every proposal received in response to this RFP based on the following weighted criteria: Transmittal Letter, including acceptance of the Construction Contract terms and conditions (15%); Project team (25%); Experience, including questionnaire responses (25%); Pricing (20%); Safety history (5%); and Diversity (10%).

HFC intends to award the Construction Contract to the Proposer offering the best value to HFC, as measured by HFC utilizing the foregoing evaluation criteria. HFC reserves the right to award the contract to other than the lowest price offered.

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 proposal clarifications/additional information from some or all Proposers.

**PROJECT SITE TOUR.** A tour of Wortham Theater Center and the Theater District Parking Garages will be held for the benefit of all prospective proposers at **1:30 p.m.** on **November 27, 2017**. Proposers should meet at Fish Plaza under the tent located at 501 Texas Ave., Houston, Texas 77002 (between Bagby and Smith Streets). As remediation work is ongoing, Proposers are directed to wear appropriate apparel for a construction jobsite, including close-toed shoes, and will need to climb stairs. The on-site emergency remediation contractor reserves the right to require signature of a comprehensive release form prior to allowing access. Disposable masks will be provided.

**PRE-PROPOSAL MEETING.** A pre-proposal meeting will be held on **November 27, 2017** beginning at approximately **3:00 p.m.** in the second-floor Partnership Tower Board Room, located at 701 Avenida de las Americas, Houston, Texas 77010. Though not mandatory, all potential Proposers are urged to be present.

**BOND REQUIREMENTS.** Each Proposer must submit a bid bond with their proposal in the penal amount of 5% of the Estimated Project Cost (as such term is defined in the Compensation Form) using the Bid Bond form attached hereto as Attachment "2". At the time the GMP is submitted by the CMAR and



approved by HFC, the CMAR shall provide statutory payment and performance bonds in an amount equal to 100% of the GMP in a form approved by HFC, and the Bid Bond shall be released.

**ANTI-LOBBYING CERTIFICATION.** Proposers are required to complete and submit The Anti-Lobbying Certification attached hereto as Attachment “3” with their proposal.

**CERTIFICATION REGARDING DEBARMENT/SUSPENSION.** Proposers are required to complete and submit the Certification Regarding Disbarment/Suspension attached hereto as Attachment “4” with their proposal.

**PROPOSER QUESTIONNAIRE.** Proposers are required to complete and submit the Proposer Questionnaire attached hereto as Attachment “5” with their proposal.

**FORM OF AGREEMENT.** The form of the construction manager-at-risk contract (the “Construction Contract”) is pending as of the Issue Date of this RFP and will be made available online at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business).

**PREVAILING WAGE REQUIREMENT.** As this Project is a public work project, the CMAR selected as a result of this RFP shall be required to comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic. Prevailing wage rates applicable to the work for this Project may be one or a combination of the applicable rates set forth in HFC’s Prevailing Wage Scale for Building Construction available online at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business).

**NO SALES TAX.** As HFC is exempt from states sales and use tax, Proposers should assume that there will be no sales taxes due for the purchase of materials incorporated into the Project.

**LETTERS OF CLARIFICATION.** Any revisions to be incorporated into this RFP will be confirmed in a Letter of Clarification provided or made available to all potential Proposers 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 Proposer to monitor [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business) to ensure they receive any such Letters of Clarification and incorporate them into their proposal.

**GOOD FAITH DIVERSITY EFFORTS.** 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](http://www.houstonfirst.com/do-business)) equivalent to 30% of the value of the Construction Contract. Proposers should indicate whether they (or any part of their Project team) are a small business, a women- or minority-owned enterprise, or a labor surplus area firm (a list of labor surplus areas can be found on the U.S. Department of Labor website, <https://www.doleta.gov/programs/lisa.cfm>) and note if they are certified as a diversity participant by any of the agencies recognized by the HFC Diversity Program; however, such certification shall not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants.

The Construction Contract will require, among other things, that the CMAR must take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

These affirmative steps must be taken by the CMAR in addition to the "good faith efforts" required by the HFC Diversity Program. The Proposer selected as a result of this RFP shall take these affirmative steps whenever subcontractors are solicited, regardless of whether it has achieved the aforementioned 30% of the value of the Construction Contract.

**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. Those who need the disclosure form may find it 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.

**PUBLIC INFORMATION.** HFC is subject to the Texas Public Information Act ("TPIA"). 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 may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

**POST-SUBMISSION PROCEDURES.** Proposals will be opened and the names of Proposers and their pricing will be read aloud at 3:00 p.m. on the Submission Deadline at Partnership Tower, 701 Avenida de las Americas, Ste. 200, Houston, Texas 77010. Rankings determined hereunder will be available to the public upon request on or before the seventh day after the date a contract is awarded to a CMAR pursuant to this RFP. No later than 45 days after the Submission Deadline, HFC shall evaluate and rank each proposal submitted based on the selection criteria and ranking evaluation set forth in this RFP.

**RESTRICTIONS ON COMMUNICATIONS.** From the Issue Date until the Submission Deadline, Proposers are directed not to communicate with any HFC or City of Houston employee, officer or director regarding any matter relating to this RFP, other than through [bids@houstonfirst.com](mailto:bids@houstonfirst.com). HFC reserves the right to reject any proposal due to violation of this provision.

**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](http://www.houstonfirst.com/do-business). The RFP provides the information necessary to prepare and submit a proposal for evaluation by HFC.

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

**ATTACHMENT “1”  
COMPENSATION FORM**

To be considered responsive to the requirements of the RFP, each Proposer is required to complete and submit the following information:

For purposes of the following, Proposers should assume a total Project cost equal to [PENDING] (the “Estimated Project Cost”) and that the duration of the construction period is as set forth in the Preliminary Project Schedule.

**A. Pre-Construction Phase Pricing**

For the performance of services during the Preconstruction Phase (as such term is defined in the Construction Contract), Proposers are asked to propose a fixed monthly fee and provide relevant supporting documentation:

1. Pre-Construction Services Fee (per month): \$ \_\_\_\_\_
2. Provide a detailed explanation of how the Proposer determined the Pre-Construction Services Fee, supported in part by a list of Project-relevant positions and hourly rates.

**B. Construction Phase Pricing**

For the performance of services during the Construction Phase (as such term is defined in the Construction Contract), Proposers are asked to propose all of the following, based on the foregoing Estimated Project Cost and Preliminary Project Schedule:

1. Lump Sum General Conditions Amount: \$ \_\_\_\_\_
2. Provide an itemized explanation of how the Proposer determined the Lump Sum for General Conditions, supported in part by a list of Project-relevant positions and hourly rates.
3. CMAR Fee (inclusive of all compensation for home office overhead & profit) \$ \_\_\_\_\_ \*

**\*IMPORTANT NOTES TO PROPOSER REGARDING CMAR FEE QUOTE:**

- The CMAR Fee completed in the blank in this Section B3 should be based on the assumption that the total Adjusted GMP equals \$100,000.00.
- The term “Adjusted GMP,” for purposes of this form, means the GMP less the Lump Sum General Conditions Amount and the CMAR Fee.
- Pursuant to the Construction Contract, when the final GMP is submitted to and approved by HFC, the Adjusted GMP shall be determined and the CMAR Fee will be adjusted to a fixed fee based on the Adjusted GMP by applying the above quoted CMAR Fee to each \$100,000.00 of the amount of the Adjusted GMP.
- For example, if the CMAR Fee completed in the blank is \$1000.00 and the Adjusted GMP is \$50,000,000.00, the CMAR Fee will be adjusted to, and become, \$500,000.00.
- The CMAR Fee will not thereafter be subject to increase absent extenuating circumstances outside the control of the CMAR and agreed-to in advance by HFC, in accordance with the Construction Contract.



As provided for in the Construction Contract, the following items shall constitute part of the Cost of the Work with the calculations for each being made based on the following percentages (use the foregoing Estimated Project Cost for purposes of the items below):

- 4. Performance and Payment Bond Premiums \_\_\_\_\_%
- 5. Subcontractor Default Insurance and Bond Premiums (if any) \_\_\_\_\_%
- 6. Builder's Risk Premium \_\_\_\_\_%
- 7. Premiums for Excess Liability Insurance, Auto Liability  
and all other insurance costs not included within the  
Lump Sum General Conditions Amount \_\_\_\_\_%



**ATTACHMENT “3”  
ANTI-LOBBYING CERTIFICATION**

The undersigned proposer certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned proposer understands and agrees that the provisions of 31 USC § 3801 *et seq.*, apply to this certification and disclosure, if any.

Legal Name of Proposer: \_\_\_\_\_

By:

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

Name/Title of Authorized Representative: \_\_\_\_\_

**ATTACHMENT “4”**  
**CERTIFICATION REGARDING DEBARMENT/SUSPENSION**

The undersigned proposer (also referred to herein as the “prospective lower tier participant”) acknowledges that this agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, proposer is required to verify that none of the proposer, 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).

This certification is a material representation of fact that may be relied upon by Houston First Corporation, the City of Houston, the State of Texas, and the Federal Government (including any department, agency or division thereof). If it is later determined that proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then, in addition to remedies available to such parties, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the agreement and further agrees to include a provision requiring such compliance in its lower tier covered transactions, including but not limited to offers from bidders or proposers, to require their agreement to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while their offer is valid and throughout the period of any contract that may arise from their offer or proposal.

**Certification**

The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation with its bid or proposal. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Legal Name of Proposer: \_\_\_\_\_

By:

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

Name/Title of Authorized Representative: \_\_\_\_\_

**ATTACHMENT “5”  
PROPOSER QUESTIONNAIRE**

Houston First Corporation (“HFC”) intends to seek financial reimbursement assistance from the Federal Emergency Management Agency (“FEMA”) to support the agreement resulting from the foregoing RFP FOR Construction Manager-at-Risk Services. Accordingly, the proposer selected as a result of this process shall be required to comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements.

HFC is required to carefully evaluate the ability of every proposer (each a “Proposer”) to perform successfully under the terms of the resulting agreement, giving due consideration to matters such as compliance with public policy, record of past performance, financial and technical resources, and other material items pertaining to the responsibility and integrity of each Proposer.

For all of the foregoing reasons, HFC expects each Proposer, to be considered responsive to the requirements of the foregoing RFP, to answer all of the following questions fully and truthfully:

**Question 1:** How long has Proposer been in business? \_\_\_\_\_

**Question 2:** Is Proposer in good standing under the laws of its state of incorporation? \_\_\_\_\_

**Question 3:** Does Proposer possess the experience, means and resources to perform services in connection with this solicitation? \_\_\_\_\_

**Question 4:** Has Proposer, or any of its principals, in the past 5 years, knowingly or intentionally:

a. Committed fraud or a criminal offense in connection with obtaining or attempting to obtain a contract? \_\_\_\_\_

b. Violated antitrust statutes? \_\_\_\_\_

c. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, or tax evasion? \_\_\_\_\_

d. Violated nondiscrimination statutes? \_\_\_\_\_

e. Made a false statement to a governmental authority? \_\_\_\_\_

f. Violated criminal tax laws? \_\_\_\_\_

g. Received stolen property? \_\_\_\_\_

h. Committed any other offense indicating a lack of business integrity or honesty that seriously and directly affects the present responsibility of Proposer? \_\_\_\_\_



If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 5:** Has Proposer, in the past 5 years, been indicted for any of the offenses described in Question 4, items (a) through (h)? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 6:** Is Proposer, or any of its principals, currently delinquent in the payment of Federal, state or local taxes? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 7:** Has Proposer, in the past 5 years, defaulted under a contract forcing its surety to suffer a loss? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 8:** Has Proposer, in the past 5 years, been a party to a contract for services that was terminated for cause? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 9:** Has Proposer, in the past 5 years, undergone a material change in ownership interest? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 10:** Has Proposer, in the past 10 years, filed for bankruptcy, defaulted on a loan, or been in receivership? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

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**Question 11:** Is Proposer currently a party to any litigation that may materially affect its ability to perform services in connection with this solicitation? \_\_\_\_\_

If so, please explain (attach additional pages if necessary): \_\_\_\_\_

**Certification**

The undersigned Proposer represents and warrants that all of the information provided by Proposer in response to the foregoing Proposer Questionnaire is true and correct to the best of the Proposer's knowledge and belief and may be relied upon by Houston First Corporation, the City of Houston, the State of Texas, and the Federal Government (including any department, agency or division thereof).

Legal Name of Proposer: \_\_\_\_\_

By:

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

Name/Title of Authorized Representative: \_\_\_\_\_