



# CITY OF HOUSTON

**Sylvester Turner**

Mayor



HOUSTON AIRPORT SYSTEM

George Bush Intercontinental ~ William P. Hobby ~ Ellington Airport

Mario C. Diaz  
Director of Aviation

October 16, 2023

**SUBJECT: Letter of Clarification No. 3**

**REFERENCE:** Request for Qualification (RFQ) for Design-Build-Operate-Maintain the Skyway APM System Replacement at George Bush Intercontinental Airport (IAH); Solicitation No. HJA-APMDBOM-2024-005.

To: All Prospective Respondents:

This Letter of Clarification is issued for the following reasons:

**I. To respond to the following questions:**

1. **Question:** Step two of the procurement process may also require an oral interview/presentation of the short-listed firm(s). Will a separate document be provided that details step two of the procurement process, the RFP phase? Please clarify the expectations of the document submittal requirements for step two, in addition to the oral interview and presentation.

**Response:** [Please refer to Section 5.5.2.1 of the RFQ.](#)

2. **Question:** Upon determining the "best value" and highest ranked proposer, the city shall commence contract negotiations at the appropriate time. If the city is unable to negotiate a satisfactory contract with the best ranked proposer, the city shall formally and in writing, end all negotiations and proceed to negotiate with the next ranked proposer in the order of the selection ranking until an agreement is reached or negotiations with all ranked proposer's end. Please clarify how the "best value" will be determined. Contract value can vary significantly, possibly by a factor of 2, depending on how it will be determined. Therefore, understanding HAS's limit on the contract scope of work will help participants focus on what HAS values the most. More specifically, we want to understand limitations on the superstructure work scope. What work scope can and cannot be considered specifically for the superstructure?

**Response:** [This is detailed in the Instructions to Proposers \(ITP\), which is provided as part of this Letter of Clarification.](#)

3. **Question:** Section 10.7.1.1.16 – As an add alternate, a description of the respondent's experience capability, and capacity to finance the project, if the CITY elects to include a financing agreement. Considering that the City may elect to include the finance

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package to this agreement, please clarify when the City expects to review this option during the procurement phase. This will give the participants an understanding of how to prepare for qualification and the potential impacts to the cost proposal as the financial negotiations will take more than 6 months.

**Response:** HAS understands that the inclusion of a finance option alters the structure of the team. HAS is open to hearing from Proposers relative to the time required to modify the team structure should the financial alternate be selected.

4. **Question:** Exhibit P page 241 of 245 cut off.

**Response:** The complete document has been provided (attached).

5. **Question:** Although Section 7.2 (Performance and Payment Bonds) is included as a subsection of Section 7.0 (Qualifications of Respondents), the content of Section 7.2 specifies obligations required no later than the 10th Calendar Day after the date the Contractor executes the Design- Build and Operate-Maintain Contract. Can the City please clarify what is required with this regard in the SOQ for the Qualification of Respondents?

**Response:** Nothing is required at the time of your response to the RFQ. This Section is provided as advanced notification to an upcoming requirement, should your company be awarded the contract.

6. **Question:** Section 10.5 and Section 11 refers to 3 Envelopes, but Section 11.1 requires the submission of the response package in “two (2) separate envelopes/boxes”. Can the City please confirm whether the response package should consist of three (3) separate envelopes/boxes or which of the 3 Envelopes should be combined in a single box to restrict the complete package to 2 boxes?

**Response:** Please refer to revised Section 10.3 and 10.5. All envelopes shall be in a box big enough to handle the submittals. Packaging and shipping of submittals is at the discretion of each proposer.

7. **Question:** Section 10.5.1 requires the original of the Statement of Qualifications in Envelope #2; Section 10.3.1 requires the original of all required forms (apparently including Exhibit J) in Envelope #1 and the title of Exhibit J indicates “to be included in envelope #2). As the Statement of Qualifications is Exhibit J, and as the original is currently required in 2 different envelopes, can the City please confirm in which envelope should Exhibit J be submitted?

**Response:** Please refer to the revised Exhibit J, Vol 2 attached.

8. **Question:** Section 10.5.2 requires the content of Envelope #2 to follow a specific order, with the Executive Summary prior to the Project Approach. However, Section 10.7.1.1 includes the Executive Summary as part of the Project Approach. Can the City please clarify whether the Executive Summary is required to be prior to or within the Project Approach?

**Response:** The table has been modified within the RFQ, please see the image below (note the line Executive Summary / Project Approach):

SOQ Content (Envelope #2)
Cover Letter / Introduction Letter / Letter of Transmittal
Executive Summary / Project Approach
Firm(s) and Project Team Qualifications
Management Approach and Staffing Plan
Proposed Operating System
Minimum Required Experience

Clear separation has been made between the general introduction documents and the next item within the table, which provides into the content of the response and review. However, to respond to your question, the Executive Summary should be first, then the Project Approach. However, HAS understands that elements from one may be intertwined with the other. From HAS’s perspective, we are keen to have a good understanding of your Project Approach. The reason for the separation rather than the two being intertwined so nothing gets lost in the presentation of your Project Approach, that would be considered an Executive Summary – we want to clearly understand your Project Approach.

9. **Question:** Exhibit K – Surety Letter of Intent refers to the “required Proposal Guaranty” while no Proposal Guaranty is required nor mentioned elsewhere in the RFQ notably in section 7.3. Will the City please amend the language in Exhibit K to delete the section “to issue the required Proposal Guaranty to the Respondent and”?

**Response:** Please refer to revised RFQ Vol 2 attached.

10. **Question:** Financial Statements – Sections 10.7.5.2 and 7.4.2. indicate that financial statements submitted by the Respondent must be audited statements “if Respondent is an entity that is required to prepare audited financial statements”. Should the Respondent entity be part of a larger group and therefore not be required to prepare audited financial statements at entity-level, will the City allow for submission of unaudited financial statements for the Respondent entity?

**Response:** Due to the magnitude of this project, audited statements will be required to be submitted by the company. If one is not developed at the entity level, proof needs to be provided that the entity is part of the larger group and the audited financial statements of the larger group that shall be provided.

11. **Question:** Financial Statements – Section 7.4.2.1. requires financial statements to include income statement, cash-flow statement, and balance sheet. Should the Respondent entity not be required to prepare cash flow statement at entity-level as customary within larger business groups, will the City allow for submission of only balance sheet and income statement for the Respondent entity?

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**Response:** No. Please note that the three (3) financial statements provide a complete overview of the company and its financial health. The income statement and balance sheet area are only a portion of that picture. Due to the nature and magnitude of this project, HAS will require the submission of all three (3) financial statements.

12. **Question:** Financial Statements – Section 7.4.2.3. requires financial data for the “most recent quarter of operation”. As quarterly statements are rarely produced at entity-level within larger business groups, will the City change this requirement and be satisfied with the last available annual statements?

**Response:** The last available annual statement is acceptable, provided it is for the previous year and were audited statements.

13. **Question:** Minimum Experience Requirement – according to Sections 10.7.5.1.; 10.5.3. and 23.16, explanations as to Respondent’s experience seem to be required both in the form of Exhibit P (to be included in Envelope #1) and then duplicated as a narrative in the Minimum Requirements sections (to be include in Envelope #3). Will the City please clarify whether details and list of past projects by the Respondent in Exhibit P are sufficient or if further details under Minimum Requirement/Envelope #3 are also required?

**Response:** Exhibit P provides everything that is needed and can also be provided within Envelope #3. The reason that a narrative is required within Envelope #3 rather than Exhibit P is that Exhibit P captures high level, key project data regarding the project and does not allow the respondent to share or tell their story regarding the project, potentially emphasizing critical roles played on the project, key elements of the project (which might have been executed for the “first time” within the US, or identify whether or not the Respondent won any awards on their delivery strategy, etc.

14. **Question:** SOQ hard copies – Section 10.5.1. refers to the submission of ten (10) hard copies and an electronic PDF copy for Envelope #2 while the requirement for Envelope #1 (section 10.3.1.) and Envelope #3 (Section 10.5.3) is only one hard copy. In order to accommodate Respondents’ constraints in printing, binding and shipping to Houston numerous hard copies, will the City consider allowing for submission of only one (1) hard copy and a PDF for Envelope #2 as well?

**Response:** Please refer to revisions made on RFQ Vol 1 attached.

15. **Question:** Please consider an extension of the submission deadline for at least 1 month, as concurrently with this timeline, other big tenders in the United States are due, which would prevent us from responding to this RFQ.

**Response:** See revised RFQ, the revised due date is November 17, 2023, as stated in Letter of Clarification No. 2, dated October 11, 2023

16. **Question:** Please consider changing the submission requirements from hardcopies to a digital submission.

**Response:** Please refer to revisions made on RFQ Vol 1 attached.

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17. **Question:** Section 15.5.2 states, “M/WBE Participation Plan (Exhibit O, Attachment A) are due at the time of statement of qualification submission.” The completion of Exhibit O requires the Respondent to provide the “Agreed Price” for each M/WBE Subcontractor as well as the M/WBE “Participation Amount”/Percentage and “Total Bid Amount.” At the qualification stage, without the technical specification and full set of terms and conditions, the details required in Exhibit O are unknown. Can the City confirm that the names, certification numbers and general scope of work for each M/WBE subcontractor are sufficient to complete Exhibit O at the qualification stage?

**Response:** There are **three goals** for this project. The prime proposer is expected to list names of certified firms, certification number, scope of work with the corresponding NAICS, and percentage values/dollar amounts for the **Design, Construction and O&M**. Please note: Please ensure to list the NAICS that corresponds to the scope of work on the firm’s Letter of MWBE Certification.

HAS expects the prime proposer to commit to the goal percentages for the Build component. The commitment shall be communicated by listing the goal percentage value commitment, and listing the names of certified firms, certification number, scope of work and corresponding NAICS, and TBD in the percentage/dollar amount column. Please note: Please ensure to list the NAICS that corresponds to the scope of work on the firm’s Letter of MWBE Certification.

This is detailed on the cover sheet to Vol 1, RFQ Skyway HJA APMDBOM 2024 005, dated August 25, 2023.

18. **Question:** Is there a Pay or Play form that is missing from the documents?

**Response:** Pay or Play forms required are POP 1, POP 2, and POP 3. Please see attached documents for the required forms.

19. **Question:** The Project Goal announced on the Solicitation webpage of the HAS website states that the goal for “Minority/Women-Owned Business Enterprise” is of “42.00%”. However, our understanding of the RFQ is that the percentages of M/WBE Goals of “Design 15%, Construction 21% (16% MBE, 5% WBE), Operations and Maintenance 6%” apply to each of these respective costs and not to the overall price and should therefore not be summed up to the “42.00%” announced on the Solicitation webpage. Can the City please correct the Solicitation webpage to align with the RFQ?

**Response:** The total goal for the project is 42%. It is broken out in 3 categories, Design, Build and O&M. Design 15%, Construction 21% (16% MBE, 5% WBE), Operations and Maintenance 6%”.

This is detailed on the cover sheet to Vol 1, RFQ Skyway HJA APMDBOM 2024 005, dated August 25, 2023.

20. **Question:** The Pay or Play Acknowledgement Form of Exhibit G seems to be missing between the Pay or Play Program Operating Procedures and Exhibit H. Can the City please provide the required form(s)?

**Response:** Please see attached POP 1 Pay or Play Acknowledgement Form.

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21. **Question:** An M/WBE participation of 15% on the Design scope of the Project is not aligned with the industry standards of APM systems, whose design mainly derives from in-house technologies. APM Contractors focus M/WBE participation on the installation, construction, and maintenance of APM projects rather than design activities. The APM Technology is proprietary to the technology provider and the Design of this scope cannot be effectively subcontracted. Subcontracting such a large scope of the Design would negatively impact the Value for Money approach of the Project and cause unnecessary interface risks. Will the City consider excluding the Design and Integration work performed by the APM technology contractor from M/WBE participation requirement for the Design scope?

**Response:** No. HAS OBO set the MWBE goal with the expectation that the proposer will meet the goal. Should the proposer not be able to meet the goal, proposer is required to submit documentation of comprehensive good faith efforts in the proposal. Please refer to Exhibit O, pages 37 and 38.

22. **Question:** The first page of Exhibit P (page 38 of 245) seems to refer to M/WBE Good Faith Efforts rather than "Minimum Required Experience" and therefore be part of Exhibit O instead of Exhibit P. Will the City please clarify whether this page is part of Exhibit O and amend the page title?

**Response:** Page 38 corrected to reflect Good Faith Efforts and listed as part of Exhibit O Schedule of MWBE participation.

23. **Question:** MWBE requirements - according to Sections 10.7.5.3.; 10.5.3. and 23.15, explanations as to MWBE participation seem to be required both in the form of Exhibit B and Exhibit O (to be included in Envelope #1) and then duplicated as a narrative in the Minimum Requirements sections (to be include in Envelope #3). Will the City please clarify whether MWBE information in Exhibit B and O are sufficient or if further details under Minimum Requirement/Envelope #3 are also required?

**Response:** Information provided on Exhibit B and Exhibit O is sufficient. Please include both Exhibit B and Exhibit O in both Envelopes 1 and Envelope 3. Proposers are to complete the requested information in its entirety. Please note: Provide all requested information to include names of certified firms, certification number, scope of work and corresponding NAICS, and percentage values/dollar amounts. Please ensure to list the NAICS that corresponds to the scope of work on the firm' s Letter of MWBE Certification.

24. **Question:** Would HAS agree that the Operating System provider (serving as a subcontractor to prime Proposer firm/Respondent) is eligible for Local Preference Points under the Hire Houston First program if it meets the necessary requirements?

**Response:** No. Hire Houston First (HHF) applies to a local business that is designated HHF and in the prime position. The price preference does not extend to HHF firms in subcontractor position.

25. **Question:** The RFQ documents, in describing a blend of either refurbishment or complete removal and replacement of system assets, raise some important questions about which assets may be refurbished and reused. Considering (1) that the IAH APM Condition Assessment of October 2021 provided with the RFQ states that the useful



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remaining service life of the infrastructure assets is 35-40 years (Section ES.4) , which exceeds the 30-year design service life requirements of RFQ section 10.7.2.6 ; and (2) the City’s objective to “obtain the most cost-effective Design-Build and Operate-Maintain solution that will optimize the total cost of ownership for HAS” and other objectives related to Schedule, Operations and Customer Experience (RFQ 5.2.2, 5.2.3, 5.2.4, 5.2.11), will the City please confirm that the Contractor may elect to refurbish and reuse infrastructure assets including the running and guidance surfaces at its discretion, always noting the requirement to meet the City’s design service life requirements? Having clarity on this question at RFQ stage is required to appropriately structure respondent teams to respond to the RFQ.

**Response:** All subsystem equipment shall be removed and replaced with new. The City requires all subsystems to be completely replaced, including the guideway plinths, guiderails, switches and power rails. Embedded hardware, such as anchor bolts and rebar, may be reused if it works within your chosen Operating System and design.

26. **Question:** The RFQ states that “all existing PDS equipment, wiring and cabling shall be removed and replaced with new equipment, wiring and cabling,” but the report “APM Controls Assessment & Control Room Relocation” of June 2015, Appendix B, makes no recommendation to replace or even refurbish the PDS equipment (with the exception of PLCs). On the contrary in Chapter II Section G states, “All assessed PDS equipment is in good working order and still has many years of design life remaining.” In order to minimize impacts to cost, schedule, and customer experience during execution of the Project, will the City please allow PDS assets to be refurbished or replaced (as needed to meet the required design service life of 30 years noted in RFQ section 10.7.2.6) rather than removed and replaced with new equipment?

**Response:** All subsystem equipment shall be removed and replaced with new. This includes all existing PDS equipment, wiring and cabling. The PDS Fixed Facilities structures do not have to be demolished but the City requires/allows for the demolition and reconstruction of any Fixed Facilities to the extent that it is required to accommodate the Contractor's proposed technology and in accordance with the Contract requirements.

27. **Question:** The RFQ clearly requires “...the removal and replacement of Vehicles...” but does not specify the timing of vehicle replacement. The existing fleet has significant remaining service life, and it would seem to be contrary to best value principles for such assets to be removed and replaced without realizing their full-service life potential. In order to minimize impacts to cost, schedule, and customer experience during execution of the Project, will the City please confirm that the existing fleet may continue to be used in service until each car reaches the end of its useful service life?

**Response:** No

28. **Question:** What type of Federal Grant from the Department of Commerce is being considered, and what project scope items are affected?

**Response:** At this time none has been identified. However, HAS would welcome any assistance identifying potential federal grant funds that would apply to this project.

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29. **Question:** Section 5.6.2.2 states, “The Operations and Maintenance initial term is for a ten-year extension and a second option for a 5-year extension.” Can the City please confirm that this description should read, “The Operation and Maintenance initial term is for a ten-year base term with a first option for a ten-year extension and a second option for a 5-year extension.”

**Response:** Confirmed, see revised RFQ Vol 1 attached.

30. **Question:** Exhibit Q states that “the Contract Exception Chart MUST be included in the RFQ response or the RFQ will not be considered,” and Exhibit L also notes that Exhibit Q is required in the SOQ Submission. However, RFQ Section 20.3 indicates that Exhibit Q (Contract Exception Chart) is only required for submission by short-listed Respondents “on a due date set forth in the notice inviting the short-listed Respondents to an interview...” Will the City please amend the language in Exhibits L and Q to clarify that submission of Exhibit Q is not required in the SOQ submission?

**Response:** Yes, see revised RFQ Vol 2 attached.

31. **Question:** Vol 2 (Attachment C) RFQ states that there will be sample contracts for DB and OM separately. Will there be two separate contracts for DB and OM or only one contract with two NTPs?

**Response:** Design-Build-Operate-Maintain Work will be performed under a single contract structured in two parts. The Part I work will be defined in the Design Build Agreement (DBA) and the Part II work will be defined in the Operations and Maintenance Agreement (OMA). The Contractor will commence performing the Part I Work as identified in the DBA upon the date specified in a Notice to Proceed with Part I Work (NTP 1). Upon Substantial Completion of the Part I Work, HAS will issue a Notice to Proceed 2 (NTP 2) for Operation and Maintenance Services.

32. **Question:** When can we expect sample contracts to be released (Vol 2 Attachment C)?

**Response:** Will be provided at the RFP Stage.

33. **Question:** Does HAS intend to increase this list of prohibited firms (Vol 2 Attachment D)?

**Response:** No, see revisions made in RFQ Vol 2 attached.

34. **Question:** Performance and Payment Bonds - In accordance with Chapter 2269 of the Texas Government Code, the Contractor will be required to provide performance and payment bonds on forms prescribed by the City no later than 10<sup>th</sup> Calendar Day after the date the Contractor executes the Design-Build and Operate-Maintain Contract. The penal sums for the performance and payment bonds must be in an amount equal to the total Contract Price of the work. Is this applicable to the full value of the DBOM contract together or separately by DB and OM contracts? Please confirm.

**Response:** This will be separated – DB and OM. This will not be considered as a cumulative amount as far as Performance and Payment Bonds

35. **Question:** Surety Letter of Intent – Provide an acknowledgement by the Respondent/Proposer’s Surety of the Respondent/Proposer’s ability to provide 100% Performance and



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Payment Bonds for the Design-Build work in the name of the Proposer as the Principal under the Bonds. We understand this section to state that the 100% Performance and Payment Bond is for the Design-Build Work only. Is our understanding correct?

**Response:** Yes.

36. **Question:** Section 7.6.3 – Respondent and if a joint venture, each member of the joint venture, shall provide and OSHA Form 300A Summary of Work – Related injuries and illnesses for all company activities in the past five (5) years. Is certification from K-OSHA (Korean equivalent of OSHA) acceptable to meet this requirement?

**Response:** During the RFQ Phase, HAS would accept for consideration an EMR-equivalent certification provided it meets the industry average safety standard less than or equal to 0.95, additional details/justifications may be required in RFP Phase.

37. **Question:** Section 10.7.2.4 OS Capacity – Minimum line capacity is detailed in the table below and must be maintained at all times. Peak capacity and irregular operations situations must be accounted for in the proposed OS. In addition, passenger growth projections should be considered and accounted for. System should be able to support the HAS FAA (TAF) growth forecast. Detail passenger vehicle capacity has a preference of 3.5 square feet per passenger. Describe what if any changes to per passenger square feet changes based on demand peaks. Please clarify what "FAA growth forecast" is to clarify how the growth can be addressed relative to our system.

**Response:** Please refer to RFQ Vol 1 – PROPOSED OPERATING SYSTEM (OS) Section 10.7.2.

38. **Question:** Section 10.7.2.8 – Confirm the OS has the ability to withstand Houston climate and the weather extremes. Does complying with the ASCE 21 standard suffice to meet this requirement?

**Response:** Each Respondent must describe in any manor they choose how their chosen OS has the ability to withstand Houston climate and the weather extremes.

39. **Question:** Will HAS entertain proposals for availability-based payments under a P3/DBFOM project delivery method?

**Response:** The current O&M payment model is availability-based, See OMA 2.38 SYSTEM SERVICE AVAILABILITY. However, we realize that should a finance option be selected, the final structure of the payment will be decided as part of contract negotiations.

40. **Question:** Will there be an opportunity for Proposers to recommend value-added alternatives to the General System Parameters (stated as preferred minimums in Vol 1, Section 10.7.2.14) prior to final parameters being specified in the RFP and design criteria package?

**Response:** No

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41. **Question:** Will an updated “Attachment D – Prohibited Firms” be issued prior to proposal deadline?

**Response:** No

42. **Question:** Will HAS issue “Attachment C – Sample Design-Build Contracts/Sample O&M Contract?”

**Response:** Please refer to the response provided in Question #32.

43. **Question:** For the O&M, are the guideway structures considered part of the APM System?

**Response:** Yes. Detailed scope will be provided with the release of the Sample Contract.

44. **Question:** Are fixed facilities also part of the O&M scope?

**Response:** Yes. Detailed scope will be provided with the release of the Sample Contract.

45. **Question:** Would HAS agree that the running surfaces/plinths are considered Major Subsystems of the APM Operating System and need to be replaced completely?

**Response:** Please refer to the response provided in Question #1.

46. **Question:** If a firm is a subconsultant on the Skyway APM Replacement and Operations and Maintenance Project, would it preclude them from priming future projects and/or programs?

**Response:** Conflicts of interest will be determined at the time of each specific project procurement.

47. **Question:** In regards to the Fixed Facilities, can the City please clarify whether the Contractor’s Work will be limited to only those modifications necessary to accommodate the Contractor’s proposed Operating System Technology or alternatively whether the Contractor’s Work will also include repairs from the deck down, i.e., repairs to deficiencies in the deck slab, prestressed beams, caps, columns, structural steel, bearings, elastomeric pads, etc., as noted, for example, in “IAH Condition Assessment”?

**Response:** The Contractor will make modifications to the Fixed Facilities to accommodate the Contractor’s technology and repair items identified from the IAH Condition Assessment. A full Work Breakdown Structure will be included in the RFP documents.

48. **Question:** Because clear, written answers to the questions raised on the RFQ will impact the teaming approach prospective Respondents will adopt in their Statements of Qualification, will the City please extend the Statement of Qualifications due date to allow Respondents at least 1 month between release of the City’s answers to requests for clarifications and the Statement of Qualifications due date?

**Response:** Yes, see revised RFQ Vol 1, as well as the posted Letter of Clarification No. 2, dated October 11, 2023.

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49. **Question:** The year of 2021 is pre-filled in the date of RFQ to be filled on Exhibit J. As Section 10.2 requires Respondents not to modify the forms beyond the required fields, can the City please provide a corrected form of Exhibit J?

**Response:** Yes, see revised RFQ Vol 2 attached.

50. **Question:** The required submittal checklist of Exhibit L refers to items #8 (Design and Construction Phase Services) and #10 (Project Controls). However, these items are not part of Sections 7 and 10. Can the City please clarify the requirements for these sections. Can the City please also define the allocation of these items to the right envelope?

**Response:** Please refer to RFQ 10.7.1 - PROJECT APPROACH Section 10.7.1.1.1 for Design and Construction Approach and Section 10.7.1.1.11 and 10.7.1.1.14 for Project Controls.

51. **Question:** Section 10.7.4.6 requires the resumes of a project director, of a project manager and of project discipline leads. Can the City please clarify whether the project discipline leads are expected to be projects managers of subsystems? And if so, are the project director and project manager the same role?

**Response:** It is up to the Respondent to decide the structure of their team.

52. **Question:** The RFQ indicates that the City intends to issue one contract in two parts, Part 1 being Design-Build requirements and Part 2 being Operations and Maintenance requirements. The single contract approach constrains the construction contractor who has no interest or competency for the O&M scope to remain as a party to the contract after completion of Phase 1 and thus to assume risks and obligations under a long-term O&M contract (Phase 2). This appears contrary to the principles of fair risk allocation as well as common market practice and is therefore not acceptable to construction contractors. Will the City please confirm it will allow for either:

- (a) two different entities to sign the two respective Parts of the Contract?
- (b) if there is a single contract signed, assignment of the contract upon the completion of the Phase 1 Design Build phase? -or-
- (c) issuance of two separate contracts for respectively Phase 1 and Phase 2, to be signed at the same time following selection of the preferred Respondent. In this case the two sample contracts the City intends to provide during the RFP process would remain separate rather than being combined into one. It would be understood that other RFQ requirements would still have to be met, including for any joint venture or partnership in one of the Parts to be jointly and severally liable to the City.

**Response:** No.

53. **Question:** Sections 5.2.4 and 5.2.11 outline the City's objective to "Maintain, provide or support passenger movement and throughput between terminals in support of the airline and HAS operations throughout all phases of the project" and the City's emphasis on Customer Experience, respectively. Any requirement to remove and replace the running and guidance surfaces, guideway switches, and PDS system will necessarily

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require a complete shutdown of the SkyWay operation for several years, which will cause severe impacts to passenger movement and Customer Experience. These impacts can be avoided, since these assets can be reused as-is or refurbished to meet the desired service life requirements outlined in section 10.7.2.6 with minimal to no impact on continued operations during the build phase of the project, and as the IAH APM Condition Assessment of October 2021 states that the useful service life of the infrastructure assets is 35-40 years (Section ES.4) with limited refurbishment activities, exceeding the 30-year design service life requirements of RFQ section 10.7.2.6. Multiple APM technology suppliers have project experience not only with rehabilitating these types of assets but also upgrading signaling, central control, and communications subsystems and delivering new rolling stock with minimal to no disruption to system operation. In order to avoid severe disruptions to Skyway operations and meet the City’s objectives outlined in 5.2.4 and 5.2.11, will the City please clarify that full removal and replacement of the running and guidance surfaces, guideway switches and the PDS is not a requirement of the project and that these assets may be refurbished or modified as needed to accommodate the Proposer’s technology and meet the specified asset life requirements?

- (a) Several of the HAS core values referred to in Section 5.1.2 align with a strategy to reuse or refurbish the assets that meet or exceed the design service life requirements of RFQ section 10.7.2.6. Preventing the long shutdown of the system and the higher burden on the City’s budget and taxpayers caused by the replacement of these assets would support the HAS core values to “wow” the customers through a “can do” attitude”, to respond effectively, to be flexible and adaptive in a changing business environment and to encourage continuous improvement after the previous RFQ, amongst others. In this context, will the City please clarify that full removal and replacement of the running and guidance surfaces, guideway switches and the PDS is not a requirement of the project?

**Response:** Please refer to the response provided in Question #1.

When issued, Letters of Clarification (LOC(s)) shall automatically become part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with these LOC(s). LOC(s) will be incorporated into the Contract as applicable. It is the responsibility of the respondents to ensure that it has obtained all such LOC(s). By submitting a response on this project, respondents shall be deemed to have received all LOC(s).

If further clarification is needed regarding this solicitation, please contact Jorge Ardines, Sr. Procurement Specialist, via email at [jorge.ardines@houston.tx.gov](mailto:jorge.ardines@houston.tx.gov).

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DocuSigned by:  
*Cathy Vander Plaats*  
02232028DE00414...

DS  
CVP

Cathy Vander Plaats  
Aviation Procurement Officer  
Houston Airport System

CVP/ja

October 18, 2023

RFQ Design-Build-Operate-Maintain Skyway APM System at IAH

Solicitation No. HJA-APMDBOM-2024-005

cc: Alfredo Oracion  
Dallas Evans  
Solicitation File

Attachments:

1. Revised Vol 1 RFQ Skyway
2. Revised Vol. 2 RFQ Skyway Attachments and Exhibits
3. POP 1 – Pay or Play Program Acknowledgement Form
4. POP 2 – Pay or Play Program Certification of Compliance
5. POP 3 – Pay or Play Program Participating Subcontractors



**CITY OF HOUSTON  
HOUSTON AIRPORT SYSTEM  
REQUEST FOR QUALIFICATIONS (RFQ)  
SOLICITATION NO.: HJA-APMDBOM-2024-005  
DESIGN-BUILD-OPERATE-MAINTAIN THE SKYWAY APM SYSTEM  
REPLACEMENT AT GEORGE BUSH INTERCONTINENTAL AIRPOR (IAH)  
**REVISED 10-16-2023.****

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**Date Issued:** August 25, 2023

**Pre-Submission Conference/  
Site Visit:** September 15, 2023, at 9:00 A.M., CT

**In-Person** IDO Building, 111 Standifer Drive, Humble, TX 77338, Auditorium 1 & 2. A site visit will take place immediately after the conference. A safety briefing will be conducted after the conference presentation, and attendees that are attending the site visit are required to bring their own PPE.

**Questions Deadline:** September 21, 2023, at 3:00 P.M., CT

**Solicitation Due Date:** November 17, 2023, at 2:00 P.M.,

**Solicitation Contact Person:** Jorge Ardines  
Sr. Procurement Specialist  
Supply Chain Management, Houston Airport System  
(281) 233-1620  
[jorge.ardines@houstontx.gov](mailto:jorge.ardines@houstontx.gov)

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**Project Summary:** This Project covers the demolition, disposal, design, fabrication, assembly, factory testing, construction, installation, delivery, integration, testing, commissioning, safety certification, demonstration and operations and maintenance of the Skyway APM Replacement System.

**NIGP Code: 906-25**

**M/WBE Goals are Design 15%, Construction 21% (16% MBE, 5% WBE), Operations and Maintenance 6%**

DocuSigned by:

8/23/2023 | 5:52 CDT

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Jedediah Greenfield  
Chief Procurement Officer  
City of Houston

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## REQUEST FOR QUALIFICATIONS (RFQ)

### PART I - GENERAL INFORMATION

#### **1.0**            GENERAL INFORMATION

1.1            The City of Houston (City), hereinafter referred to as the “City,” is hereby soliciting Statements of Qualifications (SOQ) in accordance with Texas Government Code § Chapter 2269, Subchapter H and Texas Government Code § Chapter 2252, for Design-Build and Operate-Maintain Services for the Skyway Automated People Mover (APM) System Replacement Project at George Bush Intercontinental Airport/Houston (IAH).

1.2            The City is soliciting qualifications and responses for the demolition, disposal, design, fabrication, assembly, factory testing, construction, installation, delivery, integration, testing, commissioning, safety certification, demonstration, and operations and maintenance of the Skyway APM Replacement Project hereinafter referred to as the “Project”. The Scope of Services to be provided is defined in Attachment A – Scope of Services. The total of the activities and responsibilities is referred to as the “Work”. The City is seeking a project team approach to demolish, dispose, design, build, and maintain with a focus and commitment to achieving design, build, operation and maintenance excellence. The Contractor’s scope of work for the Project will be performed under the Design-Build and Operate-Maintain Agreement between the City and the selected Respondent, hereinafter referred to as the “Contractor”.

#### **2.0**            DEFINED TERMS

2.1            **City.** Houston, Texas.

2.2            **Contractor.** The entity who has entered the Contract with the City to provide the APM Operating System and operations and maintenance services.

2.3            **Evaluation Committee.** Committee established by the City of Houston to evaluate the statements of qualifications to this RFQ and shortlist qualified Respondents.

2.4            **Fixed Facilities.** Generally, the fixed System structures that represent permanent improvements to the Work Site, including guideway structure(s), tunnels, stations, equipment rooms, M&SF, propulsion power substations, Central Control Room, and administrative offices related to the System.

2.5            **Maintenance and Storage Facility (M&SF).** An area including a maintenance facility of repair shops, work bays, and other amenities; a layout (yard) of tracks and switches that includes a test track and storage lanes; Central Control Room and necessary administrative offices.

2.6            **Notice to Proceed for the Design-Build work (NTP 1).** The written communication issued by the City to the Contractor directing the Contractor to begin the Work and establishing the date of commencement of the Work.

2.7            **Notice to Proceed for the Operations and Maintenance service (NTP2).** The written communication issued by the City to the Contractor directing the Contractor to begin the Operations and Maintenance service.

- 2.8 **Major Subsystems.** Refers to the subsystems that comprise the most important functional elements of the APM Operating System and includes vehicles, electrical power system, automatic train control, power rail and vehicle power collector assemblies and interface, vehicle running gear/guidance assemblies and interface, vehicle/train switching and automatic station platform doors.
- 2.9 **Major Subsystem Change.** A new subsystem that is proposed to be used as a replacement for a Major Subsystem in a first-time implementation as part of this Project. A radical design change or incorporation into the Operating System of technically immature (without analysis, performance, and test data documentation) or experimental processes, components, or materials does not qualify as a Technology Modification and will be considered a Major Subsystem Change.
- 2.10 **Operating System.** Refers to the fully integrated system that functions as a whole and consists of the Major Subsystems when appropriately and successfully combined with other system components to form a single operating system.
- 2.11 **Project.** Skyway APM System Replacement and Operations and Maintenance Services at IAH.
- 2.12 **Proposer.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative who submits a Proposal for the Work. See also Respondent.
- 2.13 **Reference Drawings.** The drawings provided by the Owner within the Contract Documents that generally describe the location and design of the System, its facilities, and its other elements and ancillary structures. See Attachment B.
- 2.14 **Respondent(s).** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative who submits a response to this RFQ. See also Proposer.
- 2.15 **Substantial Completion.** In reference to Certificate of Substantial Completion, when all Work under this Contract has been successfully completed through verification and System Demonstration by the Contractor and the System is fully operational and ready to carry passengers.
- 2.16 **Technology Modification.** Means a changed design for a Major Subsystem. The change may be evolutionary, as evidenced by incremental changes to a previous design and/or a previous generation of the subsystem.
- 2.17 **Work.** All the administrative, design, documentation, manufacturing and supply, installation, construction, removal/disposal, check-out, testing, verification, acceptance, any operations and maintenance, management, signage, logistics, passenger routing and other duties and services of the Contractor to produce and deliver a System that satisfies all of the requirements of this Contract.
- 3.0 ACRONYMS**
- 3.1 **APM.** Automated People Mover System
- 3.2 **CC.** Central Control
- 3.3 **DBOM.** Design-Build Operate Maintain
- 3.4 **IAH.** George Bush Intercontinental Airport
- 3.5 **HAS.** Houston Airport System

- 3.6 **JV.** Joint Venture
- 3.7 **M&SF.** Maintenance and Storage Facility
- 3.8 **NTP.** Notice to Proceed
- 3.9 **OS.** Operating System
- 3.10 **PPHPD.** Passengers per hour per direction
- 3.11 **RFP.** Request for Proposals
- 3.12 **RFQ.** Request for Qualifications
- 3.13 **SOQ.** Statement of Qualification

#### **4.0** **BACKGROUND**

- 4.1 The Houston Airport System (HAS) has identified a need for a replacement of the skyway APM System at IAH and provide the necessary capacity to facilitate the IAH projected growth. The Work includes but is not limited to: 1) all work necessary to demolish, retrofit and refurbish existing APM facilities, Stations, Guideway, Maintenance and Storage Facility, Central Control (CC), and Power Distribution Facilities; 2) the removal and replacement of Vehicles, Train Control, Power Distribution, Communications, Platform Screen Doors and Central Control Equipment as described in Attachment A; 3) operations and maintenance of the new Skyway APM System.

#### **5.0** **VISION**

- 5.1.1 Key to this Project's success is to support the Houston Airport System's Vision Statement to establish Houston as a five-star global air service gateway where the magic of flight is celebrated.
- 5.1.2 The Respondents shall embrace the following HAS core values in completing the design and the construction of this Project.

<b>Relationships</b>	<b>Service</b>
<ul style="list-style-type: none"> <li>▪ We work together with integrity; treat every individual with courtesy and respect.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We WOW our customers through a “can do” attitude and respond quickly to meet and exceed their expectations.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We honor our commitments and behave in a manner that earns trust.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We find ways to bring fun and joy into our work and bring customers along for the ride.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We promote collaboration and teamwork across the organization.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We respond promptly and effectively.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We are reliable and trustworthy; we honor our promises and commitments.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We show respect, compassion, and let people know we care.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We are open, positive, and constructive in our feedback.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We willingly provide the necessary time and effort to meet the customer’s needs.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We treat people like they want to be treated.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We are flexible and adaptive in a dynamically changing business environment.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We take responsibility for our actions.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We display enthusiasm and passion for our work.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We lead by example.</li> </ul>	

<b>Innovation</b>	<b>Excellence</b>
<ul style="list-style-type: none"> <li>▪ We have the courage and willingness to consider new and unconventional ways of thinking.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We strive for quality and skillful execution without compromise.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We assume responsibility for learning new things.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We use the power of total employee involvement to achieve our organizational goals.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We embrace new ideas.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We foster a culture of shared values that gets things done.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We listen with an open mind.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We take calculated risks needed to achieve results.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We are future-focused; “I’ve always done it this way” does not exist in our vocabulary.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We look for new and more effective ways to do business.</li> </ul>
<ul style="list-style-type: none"> <li>▪ We recognize change as an opportunity.</li> </ul>	<ul style="list-style-type: none"> <li>▪ We encourage continuous improvement.</li> </ul>

**5.2 OBJECTIVES FOR PROJECT DELIVERY ARE AS FOLLOWS:**

- 5.2.1 Quality: Deliver a project that exceeds the minimum performance specification outlined in the design criteria package.
- 5.2.2 Cost: Obtain the most cost-effective Design-Build and Operate-Maintain solution that will optimize the total cost of ownership for HAS.
- 5.2.3 Schedule: Achieve the scheduled completion dates for design, construction, and performance testing of the Project. Anticipate night work shifts during construction and other off-hour work schedules.
- 5.2.4 Operations: Maintain, provide, or support passenger movement and throughput between terminals in support of the airline and HAS operations throughout all phases of the project

- 5.2.5 Public: Provide a safe and effective project that minimizes nuisance impacts to the public. Provide clear, efficient, and intuitive wayfinding that enhances the customer experience navigating IAH.
- 5.2.6 Traffic: Always maintain existing traffic patterns.
- 5.2.7 Risk: Effectively manage and achieve an optimal balance of risk allocation between HAS and the Respondent.
- 5.2.8 Safety: Manage and implement an effective safety program incorporating industry best practices.
- 5.2.9 Accountability: Provide for a single point of accountability for performance of all services under the Design-Build and Operate-Maintain Agreement.
- 5.2.10 Collaboration: Provide for coordinated design development with the Respondent eliciting HAS input in a manner that preserves Respondent's sole responsibility for the achievement of Project performance objectives while meeting HAS objectives associated with cost, quality, and long-term operability.
- 5.2.11 Customer Experience: The desired customer experience is one that is calming, modern and pleasant with intuitive easy to follow wayfinding, includes an inviting and safe environment, is clean, reliable, and efficient. The proposed Operating System should enhance the customer and passengers' ability to navigate the terminal complex quickly. Use of the Operating System should provide a quick and easy to use gateway throughout the terminal complex that is convenient and does not add to the stress of travel. All customers and passenger types are important from the family vacationers and business travelers to airport and airline employees.

5.3 **SCHEDULE**

- 5.3.1 The City may hold interviews to clarify responses for the benefit of the Houston Airport System's interest. Respondents shall be prepared to accommodate the schedule requirements throughout the procurement process so as not to unreasonably extend the length of the procurement process. Respondents may be required to provide additional information before the City selects a Respondent that best meets the RFQ requirements.

5.4 **SOLICITATION SCHEDULE**

- 5.4.1 The following schedule has been established for this Solicitation process. The City reserves the right to modify the schedule during the Solicitation process. Changes/Updates will be posted on the HAS website (<https://fly2houston.com/biz/opportunities/solicitations>) via Letter(s) of Clarification.



EVENT	DATE
Date RFQ Published	08/25/2023
Pre-Submittal Conference and Site Visit	09/15/2023
Questions from Respondents Due to City	09/21/2023
SOQ Submittal Due from Respondent (Step One)	11/17/2023
Notification of short-listed Firms (Estimated)	12/14/2023
Date RFP Issued to short-listed Firms (Estimated)	01/11/2024
Technical and Price Proposals Due (Step Two)	05/16/2024
Oral Interview/Presentation	06/13/2024
Negotiation (Estimated)	07/18/2024
City Council Agenda Date (Estimated)	09/19/2024
Contract Start (Estimated)	10/31/2024

## 5.5 PROCUREMENT PROCESS OVERVIEW

### 5.5.1 Procurement Approach - Step One - Request for Qualifications (RFQ):

5.5.1.1 The Request for Qualifications (RFQ) represents Step One of the procurement processes and establishes the process for soliciting and evaluating Statements of Qualifications (SOQs) from those entities (Respondents) interested in serving as the contractor.

5.5.1.2 The City will conduct a pre-submittal conference for this solicitation. Please refer to the procurement schedule for exact details of time and place. At the conference, the city will present an overview of the project scope including the procurement process, schedule, and required forms for the project. Attendance is highly recommended.

5.5.1.3 The SOQs will be reviewed and evaluated in accordance with this RFQ to develop a short-list of qualified respondents deemed as the most qualified to execute the design-build and operate-maintain project on behalf of the city.  
Step one of the procurement processes may require one or more oral interviews / presentations of the short-listed firm.

### 5.5.2 Step Two - Request for Proposals (RFP):

5.5.2.1 Short-listed firms from the step one RFQ, will receive an invitation to proceed to the request for proposals (RFP), Step Two of the process.

5.5.2.2 Step two of the procurement process may also require an oral interview / presentation of the short-listed firms.

5.5.2.3 Upon determining the “best value” and highest ranked proposer, the city shall commence contract negotiations at the appropriate time. If the city is unable to negotiate a satisfactory contract with the best ranked proposer, the city shall formally and in writing, end all negotiations and proceed to negotiate with the next ranked proposer in the order of the selection ranking until an agreement is reached or negotiations with all ranked proposer’s end.

- 5.6 **Contracting Approach**
- 5.6.1 The City plans to award the contract to the Respondent/Proposer based on “Best Value” utilizing the Design-Build Operate Maintain (DBOM) delivery method.
- 5.6.2 The Contractor will perform services for this Project under a Two-Part delivery method, under one contract. The two parts consist of:
- 5.6.2.1 **PART 1 – DESIGN-BUILD:** This part will commence shortly after award of the contract upon issuance of a part 1 notice to proceed (NTP-1) by the city in accordance with the accepted proposal for part 1 services. The culmination of part 1 will be the completion of the work, including but not limited to: design, fabrication, assembly, factory testing, demolition, disposal, construction, installation, delivery, integration, testing, commissioning, system demonstration and the issuance of the certificate of substantial completion by the city.
- 5.6.2.2 **PART 2- OPERATIONS AND MAINTENANCE (O&M):** This part will commence after the issuance of the certificate of substantial completion by the city and the issuance of the notice to proceed for the operations and maintenance of the skyway (NTP-2). The Operation and Maintenance initial term is for a ten-year base term with a first option for a ten-year extension and a second option for a 5-year extension. Each extension shall be either the operations and maintenance effort or just the maintenance effort, depending on the city’s preference. However, should it be agreed that some of the work will be completed in smaller operational phases, prior to all the works being completed, the O&M phase will commence once substantial completion has been archived for that operational phase.
- 5.6.2.3 Two sample contracts would be provided later as part of Attachment C – sample contracts, contain the base requirements for a design-build contract and an operations & maintenance contract. The final contract will be a single contract combining both the design-build and operations & maintenance requirements.

## **PART II - GENERAL REQUIREMENTS**

### **6.0 GENERAL REQUIREMENTS**

- 6.1 The City of Houston will rely upon the Respondent to verify that any prospective participating vendors and subcontractors are appropriately licensed, insured, and have arranged to work with a bonding company as well as financial institution; provide quality work; and meet all other requirements specified by the RFQ pursuant to procedures and policies of the City. The City reserves the right to add, delete, or modify any requirements at its discretion.
- 6.2 Portions of this Project may be funded by a Federal Grant from the Department of Commerce; therefore, reporting requirements may be implemented by the City to comply with the requirements of these grants.

### **7.0 QUALIFICATIONS OF RESPONDENTS**

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

- 7.2 **Performance and Payment Bonds** - In accordance with Chapter 2269 of the Texas Government Code, the Contractor will be required to provide performance and payment bonds on forms prescribed by the City no later than the 10th Calendar Day after the date the Contractor executes the Design-Build and Operate-Maintain Contract. The penal sums for the performance and payment bonds must be in an amount equal to the total Contract Price of the Work.
- 7.3 **Surety Letter of Intent**
- 7.3.1 Provide an acknowledgement by the Respondent/Proposer's Surety of the Respondent/Proposer's ability to provide 100% Performance and Payment Bonds for the Design-Build Work in the name of the Proposer as the Principal under the Bonds.
- 7.3.2 The Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Respondent/Proposer.
- 7.3.3 Provide an acknowledgement by a Surety or Lender that demonstrates the Respondent/Proposer will be able to provide a performance bond or an irrevocable letter of credit to guarantee performance of the Operations and Maintenance Work. The terms of this bond or letter of credit are subject to approval by the City.
- 7.3.4 Respondent shall fill out Surety Letter of Intent form, Exhibit K.
- 7.4 **Financial Capabilities**
- 7.4.1 Respondents are required to submit in a separate, sealed envelope, clearly marked "Financial Statements," one (1) stamped "Original" and one (1) copy of its Financial Statements with its Submittal.
- 7.4.2 If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:
- 7.4.2.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- 7.4.2.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
- 7.4.2.3 An audited or un-audited accrual-basis financial statements of the most recent quarter of operation; and
- 7.4.2.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; OR
- 7.4.2.5 Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.
- 7.5 **Minority/Women Business Enterprises (M/WBE) –**
- 7.5.1 Contractors shall make Good Faith Efforts to award subcontracts or supply agreements in at least the values stated in Section 15.4. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity and will comply with them.
- 7.6 **Safety Records – EMR and OSHA**

- 7.6.1 Respondent is required to submit in a separate, sealed envelope, clearly marked “Safety Records”, one (1) stamped “Original” and one (1) copy of its Safety Records with its Submittal as described below:
- 7.6.2 Respondent, and if a joint venture, each member of the joint venture, must have an Experience Modification Rate (EMR) at or below 0.95 for the previous 12 months (from the RFQ issuance date). This information must be validated in a letter from the Respondent’s insurance carrier.
- 7.6.3 Respondent and if a joint venture, each member of the joint venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.
- 7.6.4 Has the Respondent or any member of the joint venture received a citation from OSHA more than serious (i.e., willful) within the previous five (5) years? If yes, provide details.

**7.7 Joint Ventures or Partnerships**

- 7.7.1 If the Respondent is a joint venture or partnership, the Respondent must submit with its SOQ a copy of the partnership or joint venture or current teaming agreement. The agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to the City for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture’s performance of the work. See forms to be submitted with SOQ as described in PART VI Section 23.0.
- 7.7.2 Each firm of the joint venture or partnership must respond to all elements of the required forms described in PART VI Section 23.0 separately. The firms must each submit a complete set to the City at the time the responses are due.
- 7.7.3 Only one firm of the joint venture or partnership needs to meet or exceed each of the SOQ Experience Requirements to be further evaluated as a Respondent.

**7.8 Prohibitions**

**7.8.1 Prime Respondent Prohibitions**

- 7.8.1.1 Firms, joint ventures, or teams who are performing work or have performed work as a prime contractor/prime consultant for the city on the planning, environmental, design, engineering, program oversight or program management of this program (listed in attachment c) are prohibited from participating on this project.

**7.8.2 Prohibition Questions**

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

Attention: Jorge Ardines, Senior Procurement Specialist  
 Subject: “PROHIBITION QUESTION – Skyway APM Replacement and Operations and Maintenance at IAH Project”  
 Email address: [jorge.ardines@houston.tx.gov](mailto:jorge.ardines@houston.tx.gov)

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

this Project.

**7.9 Respondent References**

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

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

7.9.3 Any information stated in the response found and determined by the City to be a misrepresentation of a Respondent's past experiences may be considered as grounds for disqualification of the response and Respondent may be banned from participation in future RFQ's from the City.

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

**7.10 Claims History**

7.10.1 The Respondent shall disclose all lawsuits, arbitrations, and claims filed or raised by or against the Respondent or any team member over the last five years, specifically identifying:

- 7.10.1.1 The project involved;
- 7.10.1.2 The parties involved;
- 7.10.1.3 The nature of the claim(s);
- 7.10.1.4 Amount at issue;
- 7.10.1.5 Disposition or status; and
- 7.10.1.6 Case style, number, and jurisdiction.

**7.11 Other information**

7.11.1 Validity Period - All submittals under this RFQ must be valid for a period of three hundred sixty-five (365) consecutive Calendar Days from the date of receipt by the City.

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

- 7.12           **Authorized Signatures**
- 7.12.1           When signing the Response, each party signing must:
- 7.12.1.1           State that the facts represented in the submittal are true and correct; and
- 7.12.1.2           The signer has authority to sign on behalf of the contracting entity.
- 7.13           **Information Requested and Not Furnished** - The information requested, and the manner of submittal is essential to permit prompt evaluation of all Responses. Accordingly, the City reserves the right to declare as non-responsive and reject any Responses in which information is requested and is not furnished (within the City's time limits) or when a direct or complete answer is not provided.
- 7.14           **Designation of Independent Engineer** - Pursuant to Chapter 2269 of the Texas Government Code, the City will designate an Engineer who is independent of the Design-Build firm to act as representative for the procurement process and for duration of the work on the Project.
- 7.15           **Stipend for Unsuccessful Respondents** - The Stipend is zero dollars.
- 7.16           **Response Errors**
- 7.16.1           Omissions and Errors - Respondent is liable for all errors or omissions incurred by Respondent in preparing the Response. Respondent will not be allowed to alter response documents after the due date for submittal unless a request is made in writing that thoroughly describes the circumstances and which is approved by the City in writing. Nothing herein shall be construed to entitle Respondent to alter Response documents except as required by law.
- 7.16.2           Corrections after Submittal - The City reserves the right to make corrections or amendments due to errors identified in the Response by the City or the Respondent. This type of correction or amendment will only be allowed for errors as typing and transposition. All changes must be coordinated in writing with and authorized by the City.
- 7.16.3           Incorrect Response Information - If the City determines that a Respondent has provided incorrect information for consideration in the evaluation process, which the Respondent knew or should have known was materially incorrect, that Response may be deemed non-responsive, and the Response may be rejected or may be accepted in City's sole discretion.
- 7.16.4           Prohibition of Alternate Terms and Conditions - Respondent shall not submit its own Contract terms and conditions in Response to this RFQ. If a Response contains supplemental terms and conditions, the City, at its sole discretion, may determine the Response to be a non-responsive counteroffer, and the Response may be rejected.
- 7.16.5           Waiver of Minor Administrative Irregularities - The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Response submitted for this solicitation.
- 7.16.6           Withdrawal of Responses - Respondent may withdraw its submitted response at any time prior to the specified response due date and time. Withdrawals of the response must be by written request. After withdrawing a previously submitted response, the Respondent may submit another response at any time up to the specified response due date and time.



**8.0**            **OTHER INFORMATION**

8.1            Not Used

**PART III - EVALUATION SCORING AND SELECTION PROCESS**

**9.0**            **RFQ SCORING PROCESS**

- 9.1            Evaluation committee members shall review the Evaluation Committee Guidelines and sign Nondisclosure Agreements before receipt of proposals or submissions.
- 9.2            The team leader shall review all submittals to determine if they are responsive and that the respondent is responsible. If the team leader believes any of the submittals are not responsive or responsible, he or she shall consult with the Chief Procurement Officer. Any non-responsive or non-responsible submittals shall be withheld from the evaluation committee by the team leader. The team leader shall distribute the submittals to evaluation committee members along with a scoring matrix for the procurement. Each committee member shall be assigned a letter or a number to use for the scoring form; individual names will not be attributed to the individual scoring forms. Each evaluation committee member shall independently review the submission and score each criteria (sub-criterion) against the total number of points allocated for those criteria. Only evaluation committee members shall have voting rights; observers shall not vote.
- 9.3            At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each submittal. Each submittal will be evaluated on its own merits, not compared to others. Committee members may revise their scores—up or down—based on observations made by other members or observers.
- 9.4            Interviews may be held in two phases and will be defined prior to notification of shortlisted teams. If oral interviews are held, the expectation is that the respondents, and the key members of the respondent's team, will explain to the evaluation committee why their team is the best qualified for the Project. In preparation for the interview session, the short-listed firms will be provided, in advance, with a list of questions that will be asked of all short-listed firms. In addition to the standard questions, individual committee members may ask questions specific to a particular submission. If oral interviews are held, the committee members shall convene and discuss their impressions immediately following each interview, if possible. If the discussion must occur later, it should occur as soon as practicable thereafter. The discussion shall focus on strengths, weakness, and any new observations the committee may have on the particular vendor as applied to the criteria set forth in the solicitation. After discussion, the committee members shall update their scores for each criterion and record their updated scores on the scoring matrix (even if any member does not change the score on any criteria, he or she shall enter the final score on the matrix) based on the firm's explanation regarding its qualification for the Project and responses to interview questions (both standard questions and questions specific to the submission/proposal, if any). The team leader shall collect the scoring matrices.
- 9.5            After all scores have been updated, the submittals shall be ranked in order of the scores from greatest to least. Further clarifications may be requested from one or more of the top Respondents if the committee so decides.

9.6 The team leader shall document the rationale for the committee's recommendation. The summary of the process shall be circulated to all committee members for their input and ultimate approval.

## **10.0 STEP ONE: REQUEST FOR QUALIFICATIONS**

10.1 **Overview** - Step one of the Response shall consist of the SOQ with the required forms described below.

10.2 **City Required Forms** - The Respondent shall complete all the City required forms enclosed herein as Section 23.0 – FORMS TO BE SUBMITTED WITH SOQ and shall initial any and all alterations or erasures in its submittals. The Respondent shall not delete, modify, or supplement the printed matter on the City required forms, or make substitutions thereon.

### **10.3 City Required Forms Format**

10.3.1 Contents of Envelope #1 must include one (1) original of Statement of Qualifications (SOQ) signed in **BLUE** ink and one (1) copy of the City required forms described in PART VI Section 23.0, as well as an electronic PDF copy on a non- returnable USB drive provided with the original.

10.3.2 The hard copies shall be bound using 8½” by 11” pages with no staples.

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

### **10.4 City Required Forms Review**

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

## **10.5 STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT**

10.5.1 Contents of Envelope #2 will include an additional one (1) original of Statement of Qualifications (SOQ) signed in **BLUE** ink and three (3) hard copies, as well as an electronic PDF version of the same on five (5) non-returnable USB drives provided with the original. Original to be marked as “Original” and copies to marked as “copy 1 of X” etc.

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

SOQ Content (Envelope #2)
Cover Letter / Introduction Letter / Letter of Transmittal
Executive Summary / Project Approach
Firm(s) and Project Team Qualifications
Management Approach and Staffing Plan
Proposed Operating System

10.5.3 Contents of Envelope #3 will include one (1) original and one (1) hard copy of the documents mentioned below, as well as an electronic PDF version of the same in one (1) non-returnable USB drive provided with the original. Original to be marked as “Original” and copies to be marked as “copy.”

SOQ Content (Envelope #3)
Minimum Required Experience
Financial Capabilities
M/WBE Compliance
Safety Record (Experience Modification Rate)
OSHA Records (Citations)
Claims History

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

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

10.5.6 SOQ responses which contain unnecessarily elaborate artwork, marketing brochures or expensive paper and/or bindings are highly discouraged.

10.5.7 All forms provided in this RFQ shall use the exact format provided.

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

10.5.9 Submittals shall be delivered to the address below not later than 2:00 P.M., CT, Friday, November 17, 2023, to:

Houston Airport System Administration Building  
 16930 John F. Kennedy Blvd.  
 Houston, TX 77032  
 Attention: Cathy Vander Plaats, Aviation Procurement Officer

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

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

10.5.12 Step one of the Response shall consist of STATEMENT OF QUALIFICATIONS with the required forms described below.

10.6 **STEP ONE - STATEMENT OF QUALIFICATIONS EVALUATION**

10.6.1 **Selection Process** - Based on the number and quality of submittals to this RFQ, the evaluation committee may form a short-list of respondents, whose submittals provide the most desirable methods for providing the services. In developing the short-list, the committee will consider, among other things, the criteria described in sections 10.7 and 10.8. Respondents will be evaluated with the scoring criteria established below:

<b>Step 1: RFQ Content Evaluation Criteria</b>	<b>Weights</b>
Project Approach	30 points
Proposed Operating System	40 points
Firm(s) and Project Team Qualifications	15 points
Management Approach and Staffing Plan	15 points
<b>TOTAL SCORE</b>	<b>100 Points</b>
Minimum Required Experience	Pass/Fail
M/WBE Plan	Pass/Fail
Financial Capabilities	Pass/Fail
Experience Modification Rate	Pass/Fail
OSHA Citations	Pass/Fail
Claims History	Pass/Fail

10.6.2 The short-listed firms will be notified in writing that they made it to step two of the selection process where they will be asked for additional information through the issuance of request for proposals (RFP) and invited for an interview and oral presentation.

10.7 **STATEMENT OF QUALIFICATIONS RESPONSE SCORING CRITERIA**

10.7.1 **PROJECT APPROACH – 30 Points (25 page Maximum)**

- 10.7.1.1 Provide an executive brief explaining the respondent's understanding of the project and its approach, including the following:
  - 10.7.1.1.1 A narrative describing a comprehensive project approach for the design and construction for Skyway APM replacement.
  - 10.7.1.1.2 A narrative identifying the composition of the respondent's team and available resources for the design-build phase.
  - 10.7.1.1.3 An organizational chart that identifies all key members of the respondent's team.
  - 10.7.1.1.4 A summary of manufacturing resources, quantifying production capacity, current demand and projected demand forecasted through the on-site delivery of the proposed equipment.
  - 10.7.1.1.5 A narrative outlining the respondent's approach to the operations and maintenance services for the Skyway APM system including an organizational chart and the plan for the management of spare parts and consumables.
  - 10.7.1.1.6 A narrative outlining the respondent's innovative approach to sustainability during the design-build work and the operations and maintenance services.
  - 10.7.1.1.7 A description of the respondent's quality assurance & control program (QA/QC) addressing system/facility interfaces and integration, sub-system design and its integration, manufacturing, on-site construction, installation, and integration, testing and commissioning, safety certification, and operations and maintenance. Include the proposed method for communication and coordinating with the city, its other consultants, and other interested governmental agencies.
  - 10.7.1.1.8 A description of the respondent's innovative delivery approach, related to system design, construction and implementation techniques related to removal and replacement of running surface, guideway equipment and fixed facilities for an existing system.
  - 10.7.1.1.9 A description of the respondent's perception of critical design, construction and operational issues for this project and strategy for mitigating risks.
  - 10.7.1.1.10 A description of the respondent's approach to timely project closeout. Include process for completing the record drawings and specifications, operations and maintenance documents, and the turnover of all documentation, commissioning, system testing, training, and activation in a design-build project environment. Include the organizational approach to the closeout and the commissioning process.
  - 10.7.1.1.11 A description of the respondent's computer applications and software, to be used for project management on this project. Note: the respondent shall use Primavera® P6 to be compatible with the city's project controls software.
  - 10.7.1.1.12 A proposed schedule addressing all work activities to complete all Skyway APM operating system replacement, including but not limited to, design, demolition, construction, disposal, manufacturing, commissioning, testing and certification work through initiation of passenger service.
  - 10.7.1.1.13 A description of how respondent will develop, maintain, and update the project schedule during each phase. Describe respondent's approach to assuring timely completion of this project, including methods for performance measurement and float creation and schedule recovery, if necessary.

- 10.7.1.1.14 Describe cost tracking and control methods during construction. Describe how your project controls systems will be able to supply information to the city, using a work breakdown structure (WBS).
- 10.7.1.1.15 A description of respondent's innovative work practices, innovative use of technologies, innovative customer service enhancements, innovative strategies to minimize/mitigate construction and installation impacts to daily operations, and innovative techniques or cost reduction strategies that could benefit the city.
- 10.7.1.1.16 As an add alternate, a description of the respondent's experience capability, and capacity to finance the project, if the CITY elects to include a financing agreement.

10.7.2 **PROPOSED OPERATING SYSTEM (OS) – 40 points (No page Maximum)**

10.7.2.1 The proposed operating system (OS) includes the entire APM system, including but not limited to, all hardware, software, track/lanes, power, vehicles, maintenance systems and equipment, etc. The primary objectives of the HAS' OS will be efficiency, capacity, reliability, ease of implementation, technology and innovation, maintainability, customer experience and safety. These primary objectives will be the focus of the city's evaluation of the SOQs.

Respondents must include the following in the SOQ:

- 10.7.2.2 **OS Summary** – A summary description of the proposed OS and each of the major subsystems (i.e., train control, power distribution, vehicles, communications, wayfinding etc.) And any other application upon which the system is based.
- 10.7.2.3 **OS Efficiency** – System efficiency is of the utmost importance. Describe how the proposed OS uses innovation, technology, design, and other elements to achieve high levels in efficiency in power consumption, passenger throughput and mobility, wayfinding, communications, system downtime and troubleshooting, maintenance and repair, day to day operation, usage of fuels and other materials throughout operations,
- 10.7.2.4 **OS Capacity** – Minimum line capacity is detailed in the table below and must be maintained at all times. Peak capacity and irregular operations situations must be accounted for in the proposed OS. In addition, passenger growth projections should be considered and accounted for. System should be able to support the has FAA (TAF) growth forecast. Detail passenger vehicle capacity has a preference of 3.5 square feet per passenger. Describe what if any changes to per passenger square feet changes based on demand peaks.
- 10.7.2.5 **OS Reliability** – The city strongly prefers a system service availability of not less than 99.5%. This preference is based upon the city's judgment regarding the time required for the respondent to: (a) detect any technological or design deficiencies that occur in service conditions, (b) make adequate corrections for any deficiencies, and (c) attain a steady-state performance.
- 10.7.2.6 **APM design service life requirements:** all guideway running surfaces and guidance equipment, including guideway switches, should have a design service life of 30 years. ATC and communication equipment should have a design service life of 15 years. Power

distribution system substations (transformers and rectifiers), switchgear, wiring and cabling should have a design service life of 30 years. Power rails should have a design service life of 15 years. All wiring and cabling should have a design service life of 30 years. The design service life of the vehicle and its subsystems should be at least 25 years in passenger service at the average number of vehicle miles per year to meet the operating performance. The vehicle shall provide safe and reliable service during its entire design service life. Normal deterioration due to causes such as corrosion and fatigue shall not degrade safety or performance of the body, chassis, and running gear. All other major operating system equipment elements should have a design service life of 15 years.

- 10.7.2.7 Evidence of analysis, performance and/or test data documentation demonstrating that the proposed major subsystem and/or technology has been integrated into the proposed operating system for this project.
- 10.7.2.8 Confirm the OS has the ability to withstand Houston climate and the weather extremes.
- 10.7.2.9 **OS Ease of Implementation** – Maintaining operational efficiency and employee and passenger mobility throughout the terminal complex is of extreme importance. Minimizing impact to terminal mobility is required throughout implementation.
  - 10.7.2.9.1 Describe the implementation plan of the proposed OS. How will passenger flow from terminal to terminal take place during implementation and the various phases of the project? Describe how the proposed OS minimizes impact to operations, traffic and the customer experience throughout the project implementation phases. Describe how the proposed OS minimizes system changeover and down time (old to new system) and detail how this phase is executed.
  - 10.7.2.9.2 Exhibits/drawings/sketches illustrating the application and fit of the proposed operating system at the Skyway APM existing stations, guideway, maintenance facility including maintenance access to APM cars and emergency walkway. Exhibit/drawings/sketches should specifically include the vehicle dynamic envelope and the operating system relationship to each of the existing facilities identified above. Reference drawings of the Skyway APM are provided in attachment b for the respondent's use.
  - 10.7.2.9.3 Civil requirements (including, but not limited to, minimum required and recommended horizontal and vertical curve radii, maintenance depot, control room and drive room space requirements), vehicle static and dynamic envelopes, vehicle weight (aw0, aw1 and aw2), coupling capability, minimum configuration of proposed vehicle, guidance system, switch configurations, running/track surface, power distribution, automatic train control, Supervisory Control and Data Acquisition (SCADA) and communications.
- 10.7.2.10 **OS Technology and Innovation** – Describe the innovation and technology included in the OS. How does this system incorporate the latest advancements in mobility, materials, power consumption, sustainability, and environmental impact, wayfinding, and passenger communication. Include a description of how this innovation supports the objectives of the project and the OS?
  - 10.7.2.10.1 A description of the respondent's innovative approach, related to system design, maintenance plans and spare parts management.

- 10.7.2.10.2 Describe the level of innovation and development of the proposed OS. Is this a very mature technology and solution or is this on the 'leading edge' or 'bleeding edge' of technology and overall solutions? If the OS is a newer technology describe the development lifecycle, how and why the OS is ready for full operational functionality on day one.
- 10.7.2.10.3 A narrative describing the proposed OS innovative features related to data collection and processing, passenger flows/loads/tracking, preventative/predictive maintenance, identification of potential failures and managing system, subsystem, and part obsolescence.
- 10.7.2.10.4 Describe if the OS is future proof in software and hardware requirements and its ability to adapt to changing requirements of the APM driven by passengers, technologies and/or regulations.
- 10.7.2.11 **OS Maintainability** – A description of the respondent's innovative approach, related to system design, maintenance plans, spare parts management, removal and/or replacement of running surface, guideway equipment and fixed facilities for the new system. Provide on the proposed OS the maintenance requirements in labor, wear and tear, parts availability and cost, reoccurring maintenance schedules, etc.? Describe maintenance facilities and maintenance operations of the proposed OS.
- 10.7.2.12 **OS Safety** – A brief description and essential safety features of the vehicles and system components, emergency evacuation plan (side e v a c u a t i o n is required to emergency walkways alongside the guideway), communications and technologies enhancing safety of customers, response times, prevention, emergency and failure management recovery capabilities, and critical system monitoring and backups or redundancies.
- 10.7.2.13 **OS Customer Experience** – The customer experience is of the upmost importance and is a product of the proposed OS design, operation and how well it executes on all the above primary objectives. Describe how your proposed OS supports the customer experience and the objectives.
- 10.7.2.14 **General System Parameters:** The general system parameters are preliminary and subject to revision. The final parameters will be included in the request for proposals and design criteria package that will be issued to the short-listed firms. The following general system parameters are preferred minimums:

Operating System Parameters	Minimum Value
System Service Availability (%)	99.5%
Hours of Operation	24 hours per day, 7 days per week Peak Hours 0530 to 2200 hours Off-Peak Hours 2200 to 0530 hours
Minimum Capacity (pphpd)	Minimum line capacity of 4,800 pphpd
Minimum Operational Headway (seconds)	90 seconds



Mode of Operation	Pinched-Loop (Alternatives welcomed)
Maximum Guideway Slope (%)	3.5%
Minimum Radius of Curvature (ft)	75-foot minimum horizontal turn radius

10.7.3 **FIRM(s) AND PROJECT TEAM QUALIFICATIONS – 15 Points (5 page Maximum)**

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

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

10.7.3.3 If a JV, further explain why your firms decided to partner and the value the partnership will bring to the city.

10.7.3.4 For any key JV partner or significant subcontractor, provide your previous relationship history of working together.

10.7.3.5 What is the strength each subconsultant and subcontractor brings to this relationship?

10.7.3.6 It is preferred that respondents, including team members and key personnel, have prior experience on similar projects within the last ten (10) years.

10.7.3.7 The following experience is also preferred:

10.7.3.7.1 Prior experience completing similar turn-key APM system or mobility projects with a similar scope and complexity that required a high degree of reliability and 24 hours-per-day, 7 days-per-week operation.

10.7.3.7.2 Prior experience in operations and maintenance of an APM system or mobility projects with similar scope and complexity that required a high degree of reliability and 24 hours per day, 7 days per week operation.

10.7.3.7.3 Prior experience working on an active airport, public facility, or commercial environment with complex phasing.

10.7.3.7.4 Prior experience using the same or similar APM or mobility projects operating system technologies; and prior experience 1) coordinating with, 2) meeting the requirements on projects funded by, 3) and operating in accordance with the rules and regulations of the following public/governmental agencies: the Texas Department of Transportation, the Federal Transit Administration, and the Texas Utilities Commission.

10.7.3.7.5 Complete the project questionnaire that is attached as Exhibit P for all design-build-operate-maintain projects within the last ten (10) years that address the city's preferences listed above.

10.7.3.7.6 Reference checks may be conducted for any project including, but not limited to, those referenced in the project questionnaire.

10.7.4 **MANAGEMENT APPROACH AND STAFFING PLAN – 15 Points (3 Page Maximum, excluding resumes)**

10.7.4.1 Describe the organizational structure of respondent's team for the design-build work and operate maintain phases of the work.

10.7.4.2 Describe respondent's approach for working in a team relationship as a design-build contractor and how this works for the benefit of the project.

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

10.7.4.4 Describe the team's approach to managing subconsultant firms, and how you will manage delivery quality, schedule, budget, safety, and other key project deliverables within this team/organization?

10.7.4.5 Describe your plan for transitioning between managing design, construction, installation, testing and commissioning phases. And then operate and maintain phase. Identify the management continuity and roles and responsibilities of key personnel.

10.7.4.6 Include resumes for key personnel for the design-build work. To include, as a minimum: project director, project manager, project discipline leads, project controls lead, quality management lead, safety lead, and testing and commissioning lead.

10.7.4.7 Include resumes for all operations and maintenance key personnel to include, as a minimum: operations and maintenance manager, engineering manager, operations manager, maintenance manager and safety manager.

10.7.5 **MINIMUM REQUIREMENTS**

10.7.5.1 **Minimum Required Experience** - Must have experience as Prime or Joint Venture Partner in the delivery of a Design-Build and Operations and Maintenance APM or similar transit/mobility Project that is in progress or completed in the last 10 years. Provide at least one (1) and no more than five (5) example projects. Provide references from the owner for at least one of the projects.

10.7.5.2 **Financial capabilities** - As referenced in PART II. Section 7.4 Financial Capabilities, submit audited financial statements for the last three years. Provide a brief statement of the Respondent's bonding ability to fulfill the obligations.

10.7.5.3 **M/WBE Compliance** - As referenced in Section 7.5 and PART V. Section 15.4 M/WBE and Local Participation Plan and City required documents listed as Exhibits, Attachments, and referenced in Part IV herein.

10.7.5.4 **Experience Modification Rate** - Respondent and if a joint venture, each member of the joint venture, must have an Experience Modification Rate (EMR) at or below 0.95 for the previous 12 months (based on the RFQ issuance date). This information must be validated in a letter from the Respondent's insurance carrier.

10.7.5.5 **OSHA Records** - Respondent, and if a joint venture, each member of the joint venture, shall provide an OSHA Form 300A Summary of Work - Related Injuries and Illnesses for all company activities in the past five (5) years. Has the Respondent or any member of the joint venture received a citation from OSHA in excess of serious (i.e., willful) within the previous five (5) years? -. If yes, provide details.

10.7.5.6 **Claims History** - As referenced in PART II. Section 7.10 Claims History, disclose all lawsuits, arbitrations and claims filed by or against the Respondent or any team member over the last five years.

**11.0 RESPONSE TO REQUEST FOR QUALIFICATIONS DELIVERY INSTRUCTIONS**

11.1 The response packages shall be submitted in two (2) separate envelopes/boxes clearly identified and addressed as follows: HJA-APMDBOM-2024-005.

**ENVELOPE #1 - CITY REQUIRED FORMS**

RESPONDENT NAME \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
CONTACT EMAIL \_\_\_\_\_  
CONTACT PHONE NUMBER \_\_\_\_\_

RFQ CITY REQUIRED FORMS

**Label in Upper Left-Hand Corner**

HOUSTON AIRPORT SYSTEM  
RFQ- SKYWAY APM SYSTEM REPLACEMENT  
AND OPERATIONS AND MAINTENANCE  
PROJECT  
SOLICITATION NO.: HJA-APMDBOM-2024-005

Attention: Cathy Vander Plaats  
Aviation Procurement Officer  
16930 John F Kennedy Blvd.  
Houston, Texas 77032

**Label in Center**

**ENVELOPE #2 – STATEMENT OF QUALIFICATIONS**

RESPONDENT NAME \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
CONTACT EMAIL \_\_\_\_\_  
CONTACT PHONE NUMBER \_\_\_\_\_

STATEMENT OF QUALIFICATIONS

**Label in Upper Left-Hand Corner**

HOUSTON AIRPORT SYSTEM  
RFQ- SKYWAY APM SYSTEM  
REPLACEMENT AND OPERATIONS AND  
MAINTENANCE PROJECT  
SOLICITATION NO.: HJA-APMDBOM-2024-  
005

Attention: Cathy Vander Plaats  
Aviation Procurement Officer  
16930 John F Kennedy Blvd.  
Houston, Texas 77032

**Label in Center**

ENVELOPE #3 OTHER REQUIREMENTS

RESPONDENT NAME \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
CONTACT EMAIL \_\_\_\_\_  
CONTACT PHONE NUMBER \_\_\_\_\_

MINIMUM EXPERIENCE, M/WBE, FINANCIAL  
CAPABILITIES, EMR, OSHA  
CITATIONS, CLAIM HISTORY

Label in Upper Left-Hand Corner

HOUSTON AIRPORT SYSTEM  
RFQ- SKYWAY APM SYSTEM  
REPLACEMENT AND OPERATIONS AND  
MAINTENANCE PROJECT  
SOLICITATION NO.: HJA-APMDBOM-2024-  
005

Attention: Cathy Vander Plaats  
Aviation Procurement Officer  
16930 John F Kennedy Blvd.  
Houston, Texas 77032

Label in Center

**12.0      STEP TWO: REQUEST FOR PROPOSALS**

12.1      Step Two: Request for proposals will only be transmitted to short-listed respondents as determined by the city. RFP documents will include instructions to proposers, supplemental conditions, general conditions, special provisions, technical provisions, operations and maintenance general provisions and operations and maintenance special provisions.

**PART IV - SUBMITTAL OF RESPONSES**

**13.0      INSTRUCTION FOR SUBMITTALS**

13.1      Time for Submittal. Submittals shall be submitted no later than the date and time indicated for submittal in this RFQ. Late submittals will not be considered and will be returned unopened.

13.2      Format. Submittal should be left-bound. Material should be organized following the order of the submittal requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

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

13.4      Timely Delivery of Submittals. The submittal must be delivered by hand or sent to the Houston Airport System, Administration Building through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to the City of Houston and on any correspondence related to the submittal. If using an express delivery service, the package

must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

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

## **PART V - GENERAL TERMS AND SPECIAL CONDITIONS**

### **14.0 GENERAL TERMS**

#### **14.1 Contractor Performance Language**

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

#### **14.2 Interpreting Specifications**

- 14.2.1 The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Statements of Qualification that provide a complete product and service package which meets its overall requirements. Specific equipment and system references may be included in this RFQ for guidance, but they are not intended to preclude Respondent(s) from recommending alternative solutions offering comparable or better performance or value to the City.
- 14.2.2 Changes in the specifications, terms, and conditions of this RFQ will be made in writing by the City prior to the SOQ due date. Results of informal meetings or discussions between a potential Respondent(s) and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFQ

#### **14.3 Contractor Debt**

- 14.3.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR

UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

14.4 **Competency of Respondent**

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

14.5 **Disqualification of Respondent**

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

- A. Evidence of collusion among Respondents.
- B. Default on a previous project for failure to perform.
- C. Not passing the PASS/FAIL criteria of Section 10.6.

**15.0 SPECIAL CONDITIONS**

15.1 **Additional Instructions, Notifications, and Information**

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

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

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

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

- 15.1.5 This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Houston to pay for any cost incurred in the preparation of a submittal or of any costs incurred prior to the execution of a final contract.
- 15.1.6 In the event that a mutually agreeable contract cannot be negotiated between the Contractor and the City, then the City reserves the right to select an alternate Contractor.
- 15.1.7 The City reserves the sole right to:
- A. Evaluate submittals.
  - B. Waive any irregularities therein.
  - C. Request supplemental or additional information as necessary.
  - D. Contact others to verify information provided in the submittal.
  - E. Cancel the solicitation and/or reject any and all submittals should it be deemed at the best interest of the City of Houston.

No debriefings by the City staff to unsuccessful Respondents will occur until after the award of a contract by the Houston City Council to the successful firm.

- 15.1.8 The Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order 1-31, Revised 3/1/95) requires that all contractors who are awarded City contracts for labor or services comply with the compliance with the Executive Order (EO) and will have to file the following documents with the Aviation Department's Contract Compliance Officer for Drug Testing (CCODT) prior to award.
- A. A copy of the Respondent's drug-free workplace policy.
  - B. A Drug Policy Compliance Agreement substantially in the format described in the EO, together with a designation of safety impact positions.
  - C. If applicable, a Certification of No Safety Impact Positions substantially in the format described in the EO.
- 15.1.9 The successful Respondent will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the Respondent is not delinquent in any debt owed to the City of Houston (taxes, fines, fees, etc.).

15.2 **No Contact Period refer to website online.**

- 15.2.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families, or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation ("City Representative"). Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which

could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

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

- A. Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the City Representative for this procurement.
- B. Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.
- C. Communications with the city legal department regarding contract terms after notification of intent to award are permissible.

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

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

15.3.2 All on-site personnel of Respondent, including subcontractors, who perform services under the Agreement inside the AOA fence or in secure areas of the Airport, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.

15.3.3 The Respondent shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel, as required by HAS. On-site personnel within the AOA or in secure areas of the Airport shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at IAH/HOU and \$16.00 at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Respondent is responsible for the cost of badges, including replacements thereof. The Respondent personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is currently \$16.00.

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

15.4 **Minority and Women Business Enterprises (M/WBE)**

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



- 15.5 **M/WBE and Local Business Participation Plan**
- 15.5.1 The M/WBE goals are, Design 15% MWBE, Construction 21% MWBE (16% MBE; 5% WBE) Operations and Maintenance 6% MWBE.
- 15.5.2 M/WBE Participation Plan (Exhibit O, Attachment A) are due at the time of statement of qualification submission.
- 15.5.3 Failure by Contractor to comply with the Good Faith Efforts policy will be considered non-compliance with the M/WBE program. Failure to be compliant will result in any and all actions permitted by City Ordinance or the Office of Business Opportunity's Policies and Procedures Manual.
- 15.5.4 "Good Faith Efforts Policy" is defined in the Office of Business Opportunity's Policy and Procedures Manual, which is available at: <http://www.houstontx.gov/obo/index.html>.
- 15.6 **Protest –**
- 15.6.1 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances as set forth in City of Houston Administrative Policy 5-12. <http://www.houstontx.gov/policies>.
- 15.7 **Certificate of Interested Parties**
- 15.7.1 In accordance with Texas Gov't Code §2252.908, the successful Respondent must complete Form 1295, Certificate of Interested Parties.
- 15.7.2 The successful Respondent must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 15.7.3 No later than 30 days after the contract's effective date, the City will upload the successful Respondent's completed Form 1295. The Texas Ethics Commission will post the Contractor's completed Form 1295 within seven business days of receipt.
- 15.8 **Anti-Boycott of Israel**
- 15.8.1 Vendor certifies that vendor is not currently engaged in and agrees for the duration of the contract not to engage in, the Boycott of Israel as defined by Section 808.001 of the Texas government code.
- 15.9 **Anti-Boycott of Energy Companies**
- 15.9.1 Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
- 15.10 **Anti-Boycott of Firearm Entities or Firearm Trade Associations**
- 15.10.1 Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not

discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

15.11 **Certification of No Business with Foreign Terrorist Organizations**

15.11.1 For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement, neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

15.12 **Executive Order 1-56 Zero Tolerance for Human Trafficking In City Service Contracts And Purchasing**

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

15.13 **SB 943 - Public Information and Disclosure of Certain Contracting Information**

15.13.1 The requirements of Subchapter J, Chapter 552, Government Code, 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."  
Ref.: (<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552>)

15.14 **Hire Houston First** - This Procurement is subject to the Hire Houston First Program, which gives a preference to certain local bidders in award of the Procurement.

Local Preference Points.

15.14.1 To be eligible for the preference, a company must be designated as a city business (CB) or local business (LB) under the hire Houston first program prior to submission. Respondents must provide declaration of hire Houston first designation with submission. At the conclusion of scoring submissions, hire Houston first preference points shall be distributed in such a way that grants the highest number of points to a city business (CB) and the next highest number of points to a local business (LB).

15.14.2 5 Points: For Proposer firm designated as a Hire Houston First "City Business" (CB);

15.14.3 3 Points: For Proposer firm designated as a Hire Houston First "Local Business" (LB);

15.14.4 0 Points: For Proposer firm not designated as either a "City Business" (CB) or a "Local Business" (LB)

- 15.14.5 HAS may solicit from other departments of the City, other government agencies or any other available sources, relevant information concerning the Proposer's record of past performance.

## **PART VI - INSTRUCTIONS TO RESPONDENTS**

### **16.0 PRE-SUBMITTAL CONFERENCE**

- 16.1 A Pre-Submittal Conference will be held at the date, time, and location as indicated on the first page of this RFQ document. Interested Respondent(s) should plan to attend. It will be assumed that potential Respondent(s) attending this meeting have reviewed the RFQ in detail and are prepared to bring up any substantive questions not already addressed by the City.
- 16.2 A site visit will start immediately after the pre-submittal conference. A safety briefing will be conducted right after the conference presentation, and we required attendees that are doing the site visit to bring their own PPE.

### **17.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES**

- 17.1 Requests for additional information and questions should be addressed to the Houston Airport System, no later than the date and time as indicated on the first page of this RFQ document. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

### **18.0 LETTER(S) OF CLARIFICATION**

- 18.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFQ should be used in preparing Submittal responses.
- 18.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

### **19.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

- 19.1 Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a Submittal to ensure that the Submittal meets the intent of this RFQ.
- 19.2 Before submitting a Submittal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not

relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

**20.0**            **EXCEPTIONS TO TERMS AND CONDITIONS**

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

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

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

**21.0**            **POST-SUBMITTAL DISCUSSIONS WITH RESPONDENT(S)**

21.1            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-Submittal discussions with any Respondent(s).

**22.0**            **ATTACHMENTS**

- 22.1            Attachment A – Scope of Services
- 22.2            Attachment B – Reference Drawings & Documents
- 22.3            Attachment C – Sample Design-Build Contracts/Sample O&M Contract **(TBD)**
- 22.4            Attachment D – Prohibited Firms

**23.0**            **FORMS TO BE SUBMITTED WITH STATE OF QUALIFICATIONS**

- 23.1            Exhibit A – Offer and Submittal
- 23.2            Exhibit B – Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status
- 23.3            Exhibit C - Affidavit of Non-Interest
- 23.4            Exhibit D – Consolidated Ownership Information Forms
- 23.5            Exhibit E - Fair Campaign Ordinance (Form A)

23.6	Exhibit F – Drug Detection and Deterrence Procedures
23.7	Exhibit G – Pay or Play Acknowledgement Form
23.8	Exhibit H – Anti-Collusion Statement
23.9	Exhibit I – Conflict of Interest Questionnaire
23.10	Exhibit J – RFQ Statement of Qualification/RFQ Addendum Acknowledgement
23.11	Exhibit K – Surety Letter of Intent
23.12	Exhibit L – Required Submittal Checklist
23.13	Exhibit M – Respondent Contact Directory Form
23.14	Exhibit N – Reference Verification Form
23.15	Exhibit O – Schedule of M/WBE Participation
23.16	Exhibit P – Minimum Required Experience
23.17	Exhibit Q – Contract Exception Chart

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**ATTACHMENT A**  
**REVISED 10-16-2023.**

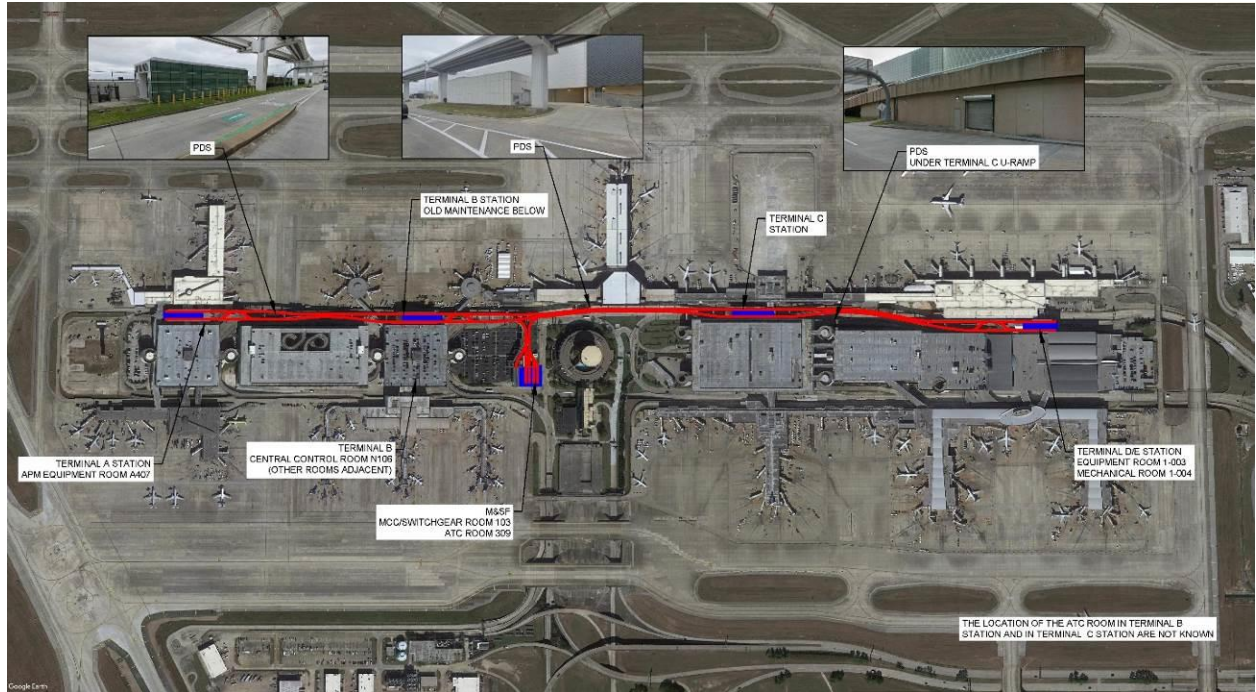
**Scope of Services**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**ATTACHMENT A**

**SCOPE OF SERVICES**

The City of Houston (“the City”) intends to replace the existing Skyway APM System operating at George Bush Intercontinental Airport/Houston (IAH).

The layout of the present Skyway APM System is shown in Figure 1. It consists of a dual-lane guideway connecting Terminals, A, B, C and D/E.



*Figure 1 - Skyway APM System Layout*

System operation consists of a pinched-loop mode between the stations. In the pinched-loop mode, trains depart the D/E Terminal Station, proceed along the north guideway in the west direction, stopping at stations at Terminals C, B and A. After stopping at Terminal A, trains will reverse direction and travel back to the D/E Terminal Station along the south guideway.

The operating periods for the Skyway APM System are as follows:

- Peak Hours        0530 to 2200 hours
- Off-Peak Hours    2200 to 0530 hours

The operating headway during the peak period shall not exceed 180 seconds, while the roundtrip time is eleven (11) minutes. The maximum grade on the Skyway APM System is 3.5 %, and the minimum horizontal curve radius is 75 ft.

The Maintenance and Storage Facility (M&SF) is located as shown on the Reference Drawings (Attachment B). The Central Control Facility (CCF) will be relocated as an expansion to the M&SF.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
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**ATTACHMENT A**

There are five (5) lanes in the M&SF: three (3) lanes for light maintenance, one (1) lane for heavy maintenance and car wash, and one (1) storage lane.

The System includes three (3) traction power substations. Traction Power Substation 1 is supplied by two independent CenterPoint Energy three-phase, 12.47 kV, 60 Hz primary sources. From Substation 1, three-phase, 12.47 kV, 60 Hz power is distributed along the guideway to Traction Power Substations 2 and 3.

The Skyway APM System replacement includes the complete design, fabrication, assembly, factory testing, demolition, disposal, construction, installation and on-site integration, test and demonstration and implementation of the System, beginning with the Notice to Proceed (NTP 1) for the Design-Build Contract, and ending with the Final Acceptance of the completed APM System. Upon Substantial Completion of the Design-Build Contract, the City will issue Notice to Proceed (NTP 2) for the Operations & Maintenance Contract, authorizing the Contractor to commence the operations and maintenance of the APM System.

At NTP 1, the Contractor's Work will include, but not be limited to:

- the removal/demolition and disposal, and/or the removal/salvage and placement into storage for City use (to be coordinated with the City's Representative and the existing operations and maintenance supplier) of the existing system equipment and facilities, as defined in the Contract Documents, including any existing equipment that the Contractor elects not to reuse;
- the design of the Operating System as defined in the Contract Documents;
- the modification of existing Fixed Facilities and construction of new Fixed Facilities;
- the analysis, manufacture, supply, fabrication, assembly, factory testing, shipping, and site installation of the Operating System;
- the on-site inspection, testing of the new Contractor-provided Fixed Facilities and required modifications to the existing Fixed Facilities;
- the on-site integration and verification testing and all other preparations required for the start-up of the Operating System through Safety Certification, Substantial Completion and Final Acceptance;
- the integration with the existing elements;
- related project management, control and administration;
- Safety Certification.
- Terminal D/E Station Works: Issues relative to waterproofing and HVAC require station replacement and/or remediation.

The full scope of the work will be defined in the Step Two Request for Proposal (RFP).

The City retains the right of first refusal to salvage portions of the existing System equipment including vehicles. The Contractor is responsible for coordinating the salvage of this equipment with the City. If the City chooses not to salvage all or part of this existing equipment, then the Contractor shall dispose of all remaining material at no cost to the City.

The existing System will be shut down in coordination with the City and the existing Operations & Maintenance (O&M) supplier. The City and/or the Contractor will put in place alternative



**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
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**ATTACHMENT A**

conveyance for airport passengers. The Contractor will facilitate and minimize the duration of the transition to the replacement System.

The Contractor will be responsible to replace, retrofit, and/or refurbish all existing APM facilities, stations, guideway, M&SF, Central Control Facility (CCF), and Power Distribution Subsystem (PDS). All existing PDS equipment, wiring, and cabling shall be removed and replaced with new equipment, wiring and cabling. All APM System equipment shall be removed from the existing CCF and adjacent equipment room, and the facility shall be reconstructed and turned over to the City. The Contractor shall be solely responsible (turnkey) for delivering all aspects of the Work and integrating the Operating System and the Fixed Facilities into a fully functional System.

At NTP 2, the Contractor will provide complete operation and maintenance of the APM at IAH 24 hours per day, 7 days a week, 365 days per year. Contractor will directly operate and maintain the Skyway system with its own personnel. Contractor's base service work will include, but not be limited to:

- provide all required personnel, supplies and materials necessary to perform, and shall perform, the administration and management of the operations and maintenance of the System:
- manage and maintain inventory activities required to maintain an adequate supply of materials, supplies and equipment to operate and maintain the System:
- provide training required for the maintenance staff and operating personnel:
- perform preventative and corrective maintenance on vehicles and System equipment:
- develop, implement and maintain an on-going safety program:
- provide cleaning and janitorial services for the System: and
- prepare and issue reports recording the performance of the System. The full scope of the work will be defined in the Request for Proposal Documents.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**ATTACHMENT B**  
**[REVISED 10-16-2023.](#)**

**REFERENCE DRAWINGS  
& DOCUMENTS**

**REFERENCE DRAWINGS & DOCUMENTS LISTED -  
fly2houston.com website**

- Attachments
  - [APM Controls Assessment and Control Room Relocation 2015](#)
  - [APM HAS Final Conditional Assessment Report 20211022](#)
  - [APM Stations Condition Assessment 2015](#)
  - [DRAWINGS 536C Terminal D & E APM Station Platform](#)
  - [DRAWINGS 536L Terminal A APM](#)
  - [DRAWINGS PN536D APM Guideway Extension A7](#)
  - [DRAWINGS PN536D Phase 2 System Map and Track Plan](#)
  - [DRAWINGS PN536D Phase 2](#)
  - [DRAWINGS PN536D Wayside System Schematic](#)
  - [DRAWINGS Terminal B APM](#)
  - [DRAWINGS Terminal C APM](#)

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**ATTACHMENT C**  
**SAMPLE GENERAL CONDITIONS**  
**REVISED 10-16-2023.**

**SAMPLE DESIGN-BUILD CONTRACTS**

**To be provided as part of the RFP phase.**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**ATTACHMENT C**  
**SAMPLE O&M CONTRACT**  
**REVISED 10-16-2023.**

**SAMPLE O&M CONTRACT**

**To be provided during the RFP phase.**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**ATTACHMENT D**  
**PROHIBITED FIRM(S)**  
**REVISED 10-16-2023.**

**LIST OF PROHIBITED FIRMS:**

- 1. Lea + Elliott**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**

**RFQ NO.: HJA-APMDBOM-2024-005  
EXHIBIT A – OFFER AND SUBMITTAL**

**REVISED 10-16-2023.**

**OFFER AND SUBMITTAL**

NOTE: SUBMITTAL/PROPOSAL 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 Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant:  
\_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
Texas \_\_\_\_\_ County,

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT B – BIDDERS STATEMENT OF MBE/WBE /PDBEDBE/SBE STATUS**  
**REVISED 10-16-2023.**

**BIDDER'S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS**

This certifies that the status of the Bidder, \_\_\_\_\_, in  
(Bidder's Name)

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

1. Bidder (individual, partnership, corporation) is  is not  a Minority Business Enterprise as certified by the Affirmative Action and Contract Compliance Division.
2. Bidder (individual, partnership, corporation) is  is not  a Women-owned Business Enterprise as certified by the Affirmative Action and Contract Compliance Division.
3. Bidder (individual, partnership, corporation) does  does not  declare itself to be a Persons with Disabilities Business Enterprise as defined above.
4. Bidder (individual, partnership, corporation) does  does not  declare itself to be a Disadvantaged Business Enterprise as defined above.
5. Bidder (individual, partnership, corporation) does  does not  declare itself to be a Small Business Enterprise as defined above.

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

Title: \_\_\_\_\_

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

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT C – AFFIDAVIT OF NON-INTEREST**  
**REVISED 10-16-2023.**

**AFFIDAVIT OF NON-INTEREST**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who  
Affiant  
being by me duly sworn on his/her oath stated that he/she is \_\_\_\_\_, of  
Title  
\_\_\_\_\_  
\_\_\_\_\_  
Name of Firm  
the firm named and referred to and in the foregoing; and that he/she knows of no officer, agent, or employee of the City of Houston being in any manner interested either directly or indirectly in such Contract.

\_\_\_\_\_  
Affiant's Signature

SWORN AND SUBSCRIBED before me on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or type name

My Commission Expires: \_\_\_\_\_  
Expiration Date



**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT D – CONSOLIDATED OWNERSHIP INFORMATION FORMS**  
**REVISED 10-16-2023.**

**CONSOLIDATED OWNERSHIP INFORMATION FORMS**

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

**Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.**

**NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE 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 the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, 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.

**INSTRUCTIONS**

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters (“Inc”, “LLP”, etc.).
  - a. If a firm is operating under an assumed name, the following format is recommended:  
*Corporate/Legal Name DBA Assumed Name.*
2. Full addresses are required, including street types (“St”, “Rd”, etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT D – CONSOLIDATED OWNERSHIP INFORMATION FORMS**  
**REVISED 10-16-2023.**

**PROJECT AND BID/PROPOSAL PREPARER INFORMATION**

**Project or Matter Being Bid:** \_\_\_\_\_

**Bidder's complete firm/company business information**

Name: \_\_\_\_\_  
Business Address [No./Street] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

**Bidder's email address**

Email Address: \_\_\_\_\_

**STATEMENT OF RESIDENCY**

**(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS *NOT APPLICABLE* IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)**

**TEX. GOV'T CODE §2252.001(4)** defines a "**Resident bidder**" as 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.

**TEX. GOV'T CODE §2252.001(3)** defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

\* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER  
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of \_\_\_\_\_ statute is attached.

**NOTE:** The state of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT D – CONSOLIDATED OWNERSHIP INFORMATION FORMS**  
**REVISED 10-16-2023.**

**CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE**

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (*specify in space below*)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

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**LISTING OF ADDRESSES**

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston (“Houston”) in the past three years from the date of submittal of this form. If within the past three years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state “None” on the first line below.

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Address

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Address

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Address

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT D – CONSOLIDATED OWNERSHIP INFORMATION FORMS**  
**REVISED 10-16-2023.**  
LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE “NONE”)

Name		
Officer		Address
Name		
Officer		Address
Name		
Officer		Address
Name		
Officer		Address
Name		
Officer		Address
Name		
Officer		Address

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE “NONE”)

Name		
Director or Member		Address
Name		
Director or Member		Address
Name		
Director or Member		Address
Name		
Director or Member		Address
Name		
Director or Member		Address

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT D – CONSOLIDATED OWNERSHIP INFORMATION FORMS**  
**REVISED 10-16-2023.**

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

**IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES, AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF EMAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.**

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**Contracting Entity:**

Name: \_\_\_\_\_  
Business Address [*No./Street*] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address: \_\_\_\_\_

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.*

**Owner(s) of 10% or More (IF NONE, STATE “NONE.”):**

Name: \_\_\_\_\_  
Business Address [*No./Street*] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Residence Address [*No./Street*] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_

**Owner(s) of 10% or More (IF NONE, STATE “NONE.”):**

Name: \_\_\_\_\_  
Business Address [*No./Street*] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Residence Address [*No./Street*] \_\_\_\_\_  
City / State / Zip Code \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT D – CONSOLIDATED OWNERSHIP INFORMATION FORMS**  
**REVISED 10-16-2023.**

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal [*DESCRIBE*]:

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**If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.**

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature

Date

Printed name

Title

**NOTE:** This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT E – FAIR CAMPAIGN ORDINANCE (FORM A)**  
**REVISED 10-16-2023.**  
**FAIR CAMPAIGN ORDINANCE**

Form A

**CONTRACTOR SUBMISSION LIST**  
**CITY OF HOUSTON CAMPAIGN FINANCE 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: \_\_\_\_\_

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

<u>Name</u> _____	<u>Address</u> _____
Proprietor	Address

A PARTNERSHIP

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

<u>Name</u> _____	<u>Address</u> _____
Partner	Address

<u>Name</u> _____	<u>Address</u> _____
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**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT E – FAIR CAMPAIGN ORDINANCE (FORM A)**  
**REVISED 10-16-2023.**

Partner  
A LIMITED LIABILITY COMPANY

Address

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	
Manager/Member	Address
Name	
Manager/Member	Address
Name	
Manager/Member	Address

A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name	
Director	Address
Name	
Director	Address
Name	
Director	Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name	
Officer	Address
Name	
Officer	Address
Name	
Officer	Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name	
Owner	Address
Name	
Owner	Address



**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT E – FAIR CAMPAIGN ORDINANCE (FORM A)**  
**REVISED 10-16-2023.**

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT F – DRUG DETECTION AND DETERRENCE PROCEDURES**  
**REVISED 10-16-2023.**

**DRUG DETECTION AND DETERRENCE PROCEDURES**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City; (i) a copy of its drug-free workplace policy; (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions; and (iii) if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days (30) of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or, if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT F – DRUG DETECTION AND DETERRENCE PROCEDURES**  
**REVISED 10-16-2023.**

**ATTACHMENT A - DRUG POLICY COMPLIANCE AGREEMENT**

I, \_\_\_\_\_, \_\_\_\_\_,  
Name Title

of \_\_\_\_\_  
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT F – DRUG DETECTION AND DETERRENCE PROCEDURES**  
**REVISED 10-16-2023.**

**ATTACHMENT B – DRUG POLICY COMPLIANCE DECLARATION**

I, \_\_\_\_\_ as an owner or officer of  
 (Name) (Print/Type) (Title)  
 \_\_\_\_\_ (Contractor)  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_,  
 19\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy Initials  
 meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's  
 Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Initials  
 Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been  
 notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services Initials  
 (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on Initials  
 the City of Houston contract. The number of employees on safety impact positions during this reporting period  
 is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:  
 Initials (start date) (end date)

		Random	Suspicion	Reasonable Post Accident	Total
Number of Employees Tested	_____	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent Initials  
 with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with Initials  
 established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in  
 this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Contractor Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT F – DRUG DETECTION AND DETERRENCE PROCEDURES**  
**REVISED 10-16-2023.**

**ATTACHMENT “C”**

I, \_\_\_\_\_  
(Name) (Print/Type) (Title)

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT F – DRUG DETECTION AND DETERRENCE PROCEDURES**  
**REVISED 10-16-2023.**

**ATTACHMENT “D”**

I \_\_\_\_\_ as an owner or officer of  
(NAME) (PRINT/TYPE)

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDOBOM-2024-005**  
**EXHIBIT G – PAY OR PLAY ACKNOWLEDGEMENT FORM**  
**REVISED 10-16-2023.**



**City of Houston**  
**Pay or Play Program Requirements**



**I. Pay or Play Program Overview**

**A. Purpose**

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

**B. Program Elements**

**1. Covered contracts:**

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

**2. Contracts not covered:**

- I.) Any contract in which the primary purpose is procurement of property, goods, supplies, and or equipment.
- II.) An inter-governmental contract, inter-governmental agreement or purchasing cooperative.

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

**4. Pay or Play Option:**

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

***\*Note: (1)A contractor is deemed to have complied with section 5.4 of E.O. 1-7 with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month. (2) If applicable the contractor has the option to both Pay and Play.***



**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT G – PAY OR PLAY ACKNOWLEDGEMENT FORM**  
**REVISED 10-16-2023.**



**City of Houston**  
**Pay or Play Program Requirements**



- 5. Exemptions/Waivers:** The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver (Form POP-4 requested by City departments only).
- 6. Administration:** Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Business Opportunity (OBO) has administrative oversight of the program, including audit responsibilities (department compliance). Questions about the program should be referred to the Department POP Liaison an updated contact list is available on <http://www.houstontx.gov/obo/popforms.html> or call Gracie Orr with the Office of Business Opportunity at 832-393-0633.

**II. Documentation and Reporting Requirements**

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

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

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

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

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

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

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

**C. Contractors reporting requirements:**

- 1.) Contractors that opt to Pay  
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)
- 2.) Contractors that opt to Play  
Provide periodic reports to the contract administrator showing proof of coverage (insurance premium invoice or insurance card) reporting schedule will be determined by administering department based on length of contract. (Form POP-7)



SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE  
RFQ NO.: HJA-APMDBOM-2024-005  
EXHIBIT G – PAY OR PLAY ACKNOWLEDGEMENT FORM  
REVISED 10-16-2023.



City of Houston  
Pay or Play Program Requirements



3.) Employee Waiver Request

Contractor may request POP program waiver by submitting the request on POP-8 if the employee is less than 18 years old, employee has other health coverage such as through spouse or parents, or Medicare/Medicaid.

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

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

**III. Compliance and Enforcement**

The Office of Business Opportunity will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment. The Pay or Play Program Requirements Form and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/obo/popforms.html>

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT H – ANTI-COLLUSION STATEMENT**  
**REVISED 10-16-2023.**

**ANTI-COLLUSION STATEMENT**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT I – CONFLICT OF INTEREST QUESTIONNAIRE**  
**REVISED 10-16-2023.**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

Document 00457

Conflict of Interest Questionnaire

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

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

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

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

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

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

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT I – CONFLICT OF INTEREST QUESTIONNAIRE**  
**REVISED 10-16-2023.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p>Signature of person doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____</p> <p>Date</p> </div> </div>		

Adopted 06/29/2007

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT J - RFQ STATEMENT OF QUALIFICATION/RFQ ADDENDA/LETTER OF CLARIFICATION(S)**  
**ACKNOWLEDGEMENT**  
**REVISED 10-16-2023.**

**RFQ Statement of Qualification / RFQ ADDENDUM ACKNOWLEDGEMENT**  
**(TO BE INCLUDED IN ENVELOPE #1 AND #2)**

**[Respondent's Letterhead]**

City of Houston  
Houston Airport System – Addenda/Letter of Clarification(s) Acknowledgment

Respondent: \_\_\_\_\_

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

Jorge Ardines  
Sr. Procurement Specialist  
Houston Airport System, Supply Chain Management  
16930 JFK Blvd.  
Houston, TX 77032

In response to the Request for Qualifications (RFQ) for the Design-Build of the Project dated \_\_\_\_\_, 2023, the undersigned hereby declares that I have carefully read and examined the response documents and hereby submit all elements of the STATEMENT OF QUALIFICATIONS as required in the subject Request for Qualifications. The undersigned Respondent acknowledges the right of Houston Airport System (HAS) to waive informalities in the responses, to reject any or all responses submitted, and to re-advertise for responses. The undersigned acknowledges receipt and consideration of the following addenda to the response documents:

Addenda/Letter of Clarification Number: \_\_\_\_\_ Dated: \_\_\_/\_\_\_/\_\_\_

Addenda/Letter of Clarification Number: \_\_\_\_\_ Dated: \_\_\_/\_\_\_/\_\_\_

Addenda/Letter of Clarification Number: \_\_\_\_\_ Dated: \_\_\_/\_\_\_/\_\_\_

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

Respondent:

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

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

Phone Number:

E-mail Address:

By: Respondent's Business Address

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT K – SURETY LETTER OF INTENT**  
**REVISED 10-16-2023.**

**[SURETY LETTERHEAD]**  
**[Respondent's Letterhead]**  
City of Houston  
Houston Airport System – SURETY LETTER OF INTENT

RESPONDENT: \_\_\_\_\_ DATE: \_\_\_\_\_

Jorge Ardines  
Sr. Procurement Specialist  
Houston Airport System, Supply Chain Management  
16930 JFK Blvd.  
Houston, TX 77032

**SURETY LETTER OF INTENT**

**Re: REQUEST FOR QUALIFICATIONS INFRASTRUCTURE FOR SKYWAY APM SYSTEM REPLACEMENT**

Dear Madam:

Surety understands that Contract will be for an estimated amount of \$300,000,000.00.

By executing this letter, Surety acknowledges that it has reviewed the information in this letter and in the RFQ and, with knowledge of that information, intends to issue the required performance guarantee, and should the Respondent be awarded the Contract, promptly deliver a Performance Bond and Payment Bond for 100% of the Contract Price for the Design-Build Work.

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

Phone Number:

E-mail Address:

By: Respondent's Business Address

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT L – REQUIRED SUBMITTAL CHECKLIST**  
**REVISED 10-16-2023.**  
**REQUIRED SUBMITTAL CHECKLIST**

Item #	SOQ Required Submittal Checklist	Check (√)
1.	Table of Contents	
2.	Introduction Letter	
3.	Executive Summary	
4.	Letter of Transmittal	
5.	Project Approach	
6.	Firm(s) Qualifications	
7.	Project Team Qualifications	
8.	Design and Construction Phase Services	
9.	Management and Staffing Plan	
10.	Project Controls	
11.	Proposed Operating System	
12.	Financial Capabilities	
13.	Experience Modification Rate	
14.	OSHA Records	
15.	Claims History	
16.	EXHIBIT A – Offer and Submittal	
17.	EXHIBIT B – Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status	
18.	EXHIBIT C -- Affidavit of Non-Interest (00454)	
19.	EXHIBIT D – Consolidated Ownership Information Forms	
20.	EXHIBIT E – Fair Campaign Ordinance (Form A)	
21.	EXHIBIT F – Drug Detection and Deterrence Procedures	
22.	EXHIBIT G – Pay or Play Acknowledgement Form	
23.	EXHIBIT H – Anti-Collusion Statement	
24.	EXHIBIT I – Conflict of Interest Questionnaire	
25.	EXHIBIT J – RFQ Statement of Qualification/RFQ Addendum Acknowledgement	
26.	EXHIBIT K – Surety Letter of Intent	
27.	EXHIBIT L – Required Submittal Checklist	
28.	EXHIBIT M – Respondent Contact Directory Form	
29.	EXHIBIT N – Reference Verification Form	
30.	EXHIBIT O – Schedule of M/WBE Participation	
31.	EXHIBIT P – Minimum Required Experience	

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT M – RESPONDENT CONTACT DIRECTORY FORM**  
**REVISED 10-16-2023.**

**RESPONDENT CONTACT DIRECTORY FORM**

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

The purpose of the Respondent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Respondent. This Respondent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFQ; and
2. Respondent Key Personnel (as appropriate) listed in the Submittal.



**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT N – REFERENCE VERIFICATION FORM**  
**REVISED 10-16-2023.**  
**REFERENCE VERIFICATION FORM**

**REFERENCES**

- 1.1 Contractor must be able to demonstrate that they have sufficient expertise, qualified personnel experience and that their company has done or is currently providing the services of similar size as specified in the statement of work. Contractor must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submittal of their bid.
- 1.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of bid submittal.

**LIST OF CURRENT/PREVIOUS CUSTOMERS**

1. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT O – SCHEDULE OF M/WBE PARTICIPATION**  
**REVISED 10-16-2023.**

DATE OF REPORT: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

FORMAL RFQ TITLE: \_\_\_\_\_

NAME OF M/WBE 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.....					\$ _____

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT O – SCHEDULE OF M/WBE PARTICIPATION**  
**REVISED 10-16-2023.**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH DISADVANTAGE 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 DISADVANTAGE BUSINESS ENTERPRISE AND 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**

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT P – MINIMUM REQUIRED EXPERIENCE**  
**REVISED 10-16-2023.**

**MINIMUM REQUIRED EXPERIENCE**

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

<b>PROJECT AND TEAM INFORMATION</b>	
Project Name:	
Project Location:	
Project Delivery Method (Design-Build, etc.):	
<b>OWNER INFORMATION</b>	
Owner’s Name:	
Address:	
Contact (Name & Title):	
Telephone:	
Email:	

<b>CONTRACT INFORMATION (TIME &amp; COST)</b>	
Project Start Date:	
Scheduled Completion Date:	
Actual Completion Date:	
Days Extended Due to Unexcused Delays:	
Base Contract Amount:	\$
Adjustment Due to Owner Requested Changes:	\$
Adjustment Due to Other Change Orders:	\$
Final (or Current if Incomplete) Change Amount:	\$

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**  
**RFQ NO.: HJA-APMDBOM-2024-005**  
**EXHIBIT P – MINIMUM REQUIRED EXPERIENCE**  
**REVISED 10-16-2023.**

<b>GENERAL PROJECT DETAILS</b>	
Was the Project for a Public Owner? (Yes or No):	
List major subcontractors:	

<b>COMPARABLE PROJECT COMPONENTS (AIRPORT AND NON-AIRPORT):</b> <b>Did the project include the following (YES/ NO)</b>	
A final price that was the less than or same as the bid amount	
Underground (live and operational) utility relocation	
Work around and / or connecting to existing operational / occupied space	
Energy Savings (Life Cycle Cost Analysis)	

**SKYWAY APM SYSTEM REPLACEMENT AND OPERATIONS AND MAINTENANCE**

**RFQ NO.: HJA-APMDBOM-2024-005**

**EXHIBIT Q – CONTRACT EXCEPTION CHART**

**REVISED 10-16-2023.**

**CONTRACT EXCEPTION CHART**

(Short Listed Firms Only – no response required during RFQ Phase)

The Contract Exception Chart MUST be included as part of the RFP response, or the RFP will not be considered. Below, is an example Exception Chart, which is included for illustrative purposes only.

Item No.	CONTRACT SECTION	CONTRACT LANGUAGE <sup>1</sup>	REVISED LANGUAGE IN RED-LINE FORMAT <sup>2</sup>	EXPLANATION
1	Monthly Invoice	Contractor shall submit weekly invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Contractor shall submit monthly 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 3 years unless sooner terminated under this Agreement ("Initial Term")	Respondent's proposal will require 3 years to complete.

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

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

- Distinguishing attributes or benefits associated with the response;
- Rationale for Respondent's revisions;
- Limitations, special conditions or deviations requested by Respondent;
- Additional descriptive information;

---

<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>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.



## City of Houston Pay or Play Program Acknowledgement Form



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program upon contract award and ensure the same on behalf of your subcontractors that may be subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

**Fill out all information below and submit this form with your bid/proposal packet.**

\_\_\_\_\_  
Solicitation Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

For more information about the Pay or Play program please visit  
<http://www.houstontx.gov/obo/popforms.html>.

Questions about the Pay or Play Program should be referred to the Department POP Liaison; an updated contact list is available on the Office of Business Opportunity website or call the POP Contract Administrator at 832-393-0633.



# City of Houston Pay or Play Program Certification of Compliance



Prime Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Outline Number: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Project Name: [Legal Project Name] \_\_\_\_\_

Contracting Department: \_\_\_\_\_

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Prime/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree either to PAY, PLAY or BOTH for all covered employees. If selecting BOTH, the Contractor/Subcontractor may Pay on behalf of some covered employees and Play on behalf of the remaining covered employees.

The Prime/Subcontractor will comply with all provisions of the Pay or Play Program Requirements and will furnish all information and reports requested to determine compliance of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program).

The Prime/Subcontractor may agree to **“Pay”** \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

The Prime/Subcontractor may agree to **“Play”** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

- The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost.
- The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs.

<b>Please select whether you choose to:</b>	<b>Pay</b>	<b>Play</b>	<b>Both</b>

The Prime/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note: The contractor is responsible to the City for compliance of covered employees of covered subcontractors.**

Please indicate the estimated number of:	PRIME	SUB
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

I hereby certify that the above information is true and correct.

\_\_\_\_\_  
**Please Sign**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Please Print Name & Title**





# City of Houston Pay or Play Program Participating Subcontractors



Prime Contractor: \_\_\_\_\_  
 Project Number/Description: \_\_\_\_\_  
 \_\_\_\_\_

POP Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Note: Include ALL subcontractors (use additional form if necessary)

Subcontractor Name	Supplier Y/N?	Amount of Subcontract	Check One				Contact Person	Phone	Email Address	Mailing Address
			Pay	Play	Both (Pay and Play)	N/A				

\*If the above information is found to be submitted fraudulently with the intent to bypass or deceive the purpose of the Pay or Play Program the contractor will be held liable for all compliance requirements from the inception of the contract. All subcontracts that surpass the \$200,000.00 threshold will be responsible for Pay or Play compliance from the inception of the contract.

### Affidavit

I hereby solemnly affirm, certify and confirm that the total sub-contract value stated above is the final value of the contract (\*) including all material costs, fuel, payroll, taxes, fees, profit sharing, labor or any payments in relation to the contracted work and no separate payment or contract has been made for the sub-contract under contract no.\_\_\_\_\_. The above sub-contract value includes all the costs related to work under the contract. The contractor and sub-contractor(s) agree to inform the Office of Business Opportunity of any related cost(s) added to the contracted work and re-submit POP-3 with the current value of the sub-contract. I understand that compliance with "Pay or Play" program is mandatory and nothing has been hidden to circumvent the program requirements.

\_\_\_\_\_  
 Contractor Authorized Representative & Title  
 Name & Signature

\_\_\_\_\_  
 Date