



**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)**

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: October 19, 2023, at 2:00 P.M., CT

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

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%

DS

DocuSigned by:

8/23/2023 | 5:52 CDT

6421834A077C41A...

Jedediah Greenfield
Chief Procurement Officer
City of Houston

TABLE OF CONTENTS

PART I - GENERAL INFORMATION	3
1.0 GENERAL INFORMATION	3
2.0 DEFINED TERMS.....	3
3.0 ACRONYMS	4
4.0 BACKGROUND	5
5.0 VISION.....	5
PART II - GENERAL REQUIREMENTS	9
6.0 GENERAL REQUIREMENTS	9
7.0 QUALIFICATIONS OF RESPONDENTS.....	9
8.0 OTHER INFORMATION.....	14
PART III - EVALUATION SCORING AND SELECTION PROCESS	14
9.0 RFQ SCORING PROCESS.....	14
10.0 STEP ONE: REQUEST FOR QUALIFICATIONS	15
11.0 RESPONSE TO REQUEST FOR QUALIFICATIONS DELIVERY INSTRUCTIONS	24
12.0 STEP TWO: REQUEST FOR PROPOSAL	25
PART IV - SUBMITTAL OF RESPONSES	25
13.0 INSTRUCTION FOR SUBMITTALS	25
PART V - GENERAL TERMS AND SPECIAL CONDITIONS	26
14.0 GENERAL TERMS.....	26
15.0 SPECIAL CONDITIONS.....	27
PART VI - INSTRUCTIONS TO RESPONDENTS	32
16.0 PRE-SUBMITTAL CONFERENCE	32
17.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES	32
18.0 LETTER(S) OF CLARIFICATION	32
19.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS	32
20.0 EXCEPTIONS TO TERMS AND CONDITIONS	33
21.0 POST-SUBMITTAL DISCUSSIONS WITH RESPONDENT(S).....	33
22.0 ATTACHMENTS	33
23.0 FORMS TO BE SUBMITTED WITH STATE OF QUALIFICATIONS	33

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.

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

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

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)	10/19/2023
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 operations and maintenance initial term is 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@houstontx.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 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 Format

10.4.1 Contents of Envelope #1 must include one (1) original 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.

10.4.2 The hard copies shall be bound using 8½" by 11" pages with no staples.

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

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

10.5 STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

10.5.1 Contents of Envelope #2 will include one (1) original of Statement of Qualifications (SOQ) signed in **BLUE** ink and ten (10) hard copies, as well as an electronic PDF version of the same on ten (10) non-returnable USB drives provided with the original. Original to be marked as "Original" and copies to be 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 / Executive Summary / Letter of Transmittal
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, Thursday, October 19, 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:

Step 1: RFQ Content Evaluation Criteria	Weights
Project Approach	30 points
Proposed Operating System	40 points
Firm(s) and Project Team Qualifications	15 points
Management Approach and Staffing Plan	15 points
TOTAL SCORE	100 Points
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 evacuation 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