



CITY OF HOUSTON

Sylvester Turner

Mayor



HOUSTON AIRPORT SYSTEM

George Bush Intercontinental ~ William P. Hobby ~ Ellington Airport

Mario C. Diaz
Director of Aviation

November 4, 2021

SUBJECT: Letter of Clarification No. 1

REFERENCE: Request for Qualification (RFQ) for H27-SKYWAY-2022-005 for the Design-Build-Operate-Maintain the Skyway APM System Replacement at George Bush Intercontinental Airport/Houston (IAH)

To: All Prospective Respondents

This Clarification is being issued to extend the due dates and provide Respondents with a secured link where the following documents can be downloaded:

I. **EXTEND** the following due dates:

1. Statement of Qualifications due date from January 4, 2022 **to January 18, 2022, 10:00 A.M., local time.**
2. Technical and Price Proposals Due date from February 28, 2022 **to May 24, 2022.**

II. **PROVIDE** the following documents:

1. **Skyway Reference Drawings**
2. **Skyway As-Builts**
3. **2021 Skyway Condition Assessment**

Please complete the attached Non-disclosure Agreement (NDA) and send it with your request to: alfredo.oracion@houston.tx.gov, in order to download the above-mentioned documents.

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 Agreement as applicable. It is the responsibility of the respondents(s) to ensure that it has obtained all such letter(s). By submitting a statement of qualification on this project, respondent(s) shall be deemed to have received all LOCs and to have incorporated them into their SOQ.

If further clarification is needed regarding this solicitation, please contact Al Oracion, Sr. Procurement Specialist, via email at Alfredo.Oracion@houston.tx.gov.

DocuSigned by:

Cathy Vander Plaats

Cathy Vander Plaats
Procurement Officer
Houston Airport System

Attachment: NDA Form



CITY OF HOUSTON

Aviation Department



HOUSTON AIRPORT SYSTEM

George Bush Intercontinental ~ William P. Hobby ~ Ellington Airport

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Director of Aviation
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NONDISCLOSURE AGREEMENT

1. In order for Contractor to perform the obligations under its contract with the City dated _____ (“Agreement”), it may become necessary for Contractor to receive or have access to specifications, designs, plans, drawings, software, data prototypes, or other technical or business information of the City that either existed before performance of work or was subsequently developed independent of the parties performance of contract obligations (“Background Information”), which is considered proprietary as confidential by the City. In addition, information developed in connection with the performance of the Agreement (“Delivered Information”), which is provided under the Agreement is proprietary and confidential. All Background Information and all Delivered Information are collectively referred to in this Section as “Information”.

2. The Contractor shall:

- (a) hold the Information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information;
- (b) restrict disclosure of the Information solely to those employees and agents with a need to know; and
- (c) advise those employees and agents of their obligations with respect to the Information.

3. The Contractor shall have no obligation to preserve the proprietary nature of any Information that:

- (a) was previously known to be free and clear of any obligation to keep it confidential;
- (b) is disclosed to third parties by the City without restriction;
- (c) is or becomes publicly available by other than unauthorized disclosure;
- (d) is independently developed by Contractor; or
- (e) is disclosed in response to requests made under the Texas Public Information Act or a court order.

4. All Information owned by City and furnished to the Contractor under the Agreement is the property of City, and unless otherwise expressly provided in writing, the Contractor shall:

- (a) use Information only to install, operate, or maintain the product(s) for which originally furnished;
- (b) use Information only for the Contractor's internal business purposes;
- (c) not reproduce or copy Information except as authorized under the Agreement unless the parties otherwise agree in writing;
- (d) not use the Information to develop other products;
- (e) return or destroy the Information and any copies when no longer needed or permitted for use with the product for which initially furnished; and
- (f) not remove Information from the United States.

5. Upon request, the Contractor shall return to the City all Background Information received in tangible form that is not part of the Delivered Information.

Agreed to and Accepted:

Contractor

Date executed: _____