

# MOBILE AIRPORT AUTHORITY



## REQUEST FOR QUALIFICATIONS (RFQ)

### BFM RUNWAY 14-32 REHABILITATION

#### PROFESSIONAL ENGINEERING CONSULTANT SERVICES

#### MOBILE AIRPORT AUTHORITY

**May 13, 2019**

The Mobile Airport Authority, Brookley Field, Mobile, Alabama (“MAA”) is seeking proposals from qualified design professionals to provide engineering related services to Runway 14+32 Rehabilitation Brookley Field (BFM). Due date ~~June 3, 2019~~ **JUNE 10, 2019** at 2:00 p.m.

#### TABLE OF CONTENTS

1.0	Scope of Professional Services
2.0	Contract Terms
3.0	Schedule of Events
4.0	Proposal Response Requirement
5.0	Access to Meetings
6.0	Request of Clarifications & Assistance
7.0	Statement of Qualifications / Content Requirements
8.0	Submitting Request for Qualifications (RFQ) Response
9.0	Evaluation Criteria
10.0	Contract Award
11.0	Right of Rejection
12.0	General Terms and Conditions
“A”	DBE Utilization Form
“B”	Statement of Good Faith Efforts
“C”	Federal Contract Provisions / Guidelines (link)
“D”	Sample Agreement
“E”	Aerial

**REQUEST FOR QUALIFICATIONS (RFQ)  
BFM RUNWAY 14-32 REHABILITATION  
MOBILE AIRPORT AUTHORITY**

The Mobile Airport Authority (hereinafter, referred to as the Authority) is requesting qualifications from all interested and qualified firms to provide Professional Engineering Consultant Services for the BFM Runway 14-32 Rehabilitation Project (hereinafter, referred to as the Project).

All interested firms are advised that the project will be funded in part by an Airport Improvement Program grant, therefore typical Federal mandatory provisions will apply to the contract. Among these are:

- Affirmative Action
- Buy American
- Civil Rights
- Davis Bacon
- Debarment and Suspension
- Disadvantaged Business Enterprise
- Foreign Trade Restrictions
- Lobbying Federal Employees
- Recovered Materials

A full listing, along with the text of the referenced provisions, is included in the complete Request for Qualifications Package.

**RFQ Due Date: June 10, 2018 at 2:00 p.m.**

**Mobile Airport Authority  
1891 9<sup>th</sup> Street  
Mobile, Alabama 36615**

To request a complete Request for Qualifications Package e-mail [russell@mobairport.com](mailto:russell@mobairport.com) reference RFQ Runway 14-32 Rehabilitation.

**SECTION 1.0 Scope of Professional Services**

The Mobile Airport Authority (hereinafter, referred to as the Authority) is requesting qualifications from all interested and qualified firms to provide Professional Engineering Consultant Services for the BFM Runway 14-32 Rehabilitation (hereinafter, referred to as the Project).

As a consultant to the Authority, the services provided under this contract will be pursuant to Code of AL, Title 41, Chapter 16 and Title 39-1-1, as amended and the latest version of FAA Advisory Circular 150/5100-14E (Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects).

The Authority seeks professional engineering firms with aviation experience interested in providing Professional Engineering Services requested for this project includes but not limited to: surveying and design services to prepare complete, regulatory permitting, bid-ready construction drawings, specifications, bid schedule and engineer's estimate for construction. The design work shall include an appropriate rehabilitation of the runway pavement, replacement of all aged C/L - TDZ Lights, repair of PCC pavements in touch down zones, overlay of existing center section of bituminous pavements, re-grooving, and re-marking the entire runway. Spalling is occurring in the PCC TDZ areas due to Air Traffic loads and existing bituminous longitudinal joints are starting to open the pavement surface to FOD. The existing C/L- TDZ lighting system was installed in 2003 and the existing C/L-TDZ quartz lighting equipment is a continued maintenance item and repairs present challenge due to obsolete and/or discontinued parts. It is expected that FAA funds will be used to design and construct this project. Construction costs are anticipated to be in excess of \$6 million.

Respondents should have the knowledge and ability to provide technical advice and consultation; exhibit superior problem-solving skills related to their areas of expertise; demonstrate good communication skills and be able to work collaboratively with other professionals or independently as needed.

This solicitation and selection process is intended to be in compliance with "FAA Advisory Circular

150/5100-14E entitled “Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects” current version” (incorporated herein by reference) and Code of AL, Title 41, Chapter 16 and Title 39-1-1 “Competitive Bid Law of the State of Alabama.” Consultants should be prepared to provide any and all services outlined in the Advisory Circular.

**SECTION 2.0 Contract Terms**

The contract term will be as negotiated with the selected firm during the scope of services development phase.

**SECTION 3.0 Schedule of Events**

The proposed time schedule as related to this procurement is as follows:

Event	Date
Advertisement of RFQ	05/14/2019
Site Visit	5/28/2019 10:00AM
Deadline for Questions/Inquiries	5/30/19 at 5:00 PM
Responses to Questions/Inquiries	06/03/19 at 5:00 PM
RFQ Due Date/Time (Deadline)	06/10/19 at 2:00 PM
Selection Committee Complete Evaluation	06/12/2019
Oral Presentations/Interview of Short-listed Firms (If desired) Note: Oral presentations is not a mandatory requirement, however, the Airport reserves the right to request oral presentations of the shortlisted firms as part of the evaluation process.	TBD
Anticipated Award	June 12, 2019

**SECTION 4.0 Proposal Response Requirements**

- 4.1 A prospective Respondent’s response to this RFQ should include the information in Section 7.
- 4.2 Proposals must be tabbed and must include the information/documents specified. Response should address the tabbed requirements in a clear and concise manner in the order stated herein. Proposals that do not adhere to the specified format may be considered incomplete and therefore unresponsive by the Authority.

**SECTION 5.0 Access to Meetings**

Notice of all public meetings will be posted in the local newspaper as far in advance of the meeting as possible or posted on the Authority’s website at <https://www.mobileairportauthority.com/aeroplex/rfp/>

**SECTION 6.0 Request for Clarifications & Assistance**

ALL questions concerning this RFQ must be directed in writing to:

Russell Stallings / E-MAIL: [russell@mobairport.com](mailto:russell@mobairport.com) or  
1891 9<sup>th</sup> Street, Mobile, Alabama 36615

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the RFQs' content, if appropriate, will be responded to in writing. The written response will be the Authority's official response and will be furnished to all Respondents that requested the RFQ.

**SECTION 7.0 Statement of Qualification / Content Requirements**

- 7.1 Each Respondent shall submit one (1) unbound original, five (5) bound copies and one (1) PDF of their proposal. A response to this RFQ should, at a minimum, include the information requested in each “Tab” specified below and shall have a font size no less than Arial 10 pt.  
Proposal shall not exceed twenty (20) pages excluding resume. Please note that the proposal must be tabbed as identified and should address the requirements in a clear and concise manner in the order stated herein. Please refrain from submitting company brochures and other documents not specifically requested.
- 7.2 The Authority reserves the right to seek additional/supplemental representation on specific issues as needed.

- 7.3 Withdrawal/Irregularities
- 7.3.1 A firm may completely withdraw its submittal up to the time of contract award. The firm must request the withdrawal in writing, signed by the firm's authorized representative. The withdrawal will not prejudice the right of the firm to participate on other current or future Authority solicitations.
- 7.3.2 The Authority reserves the right to reject any or all qualifications or to waive informalities or minor irregularities in the RFQs received in the best interest of the Authority.
- 7.4 Construct the proposal in the following format and a tab must separate each section:

**TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION**

In Tab 1 provide the following:

In brief, concise terms, a summary level statement indicating the underlying philosophy of firm in providing required services to the Authority. Identify and discuss any of the services, methods, or methods of approach to the services, which your firm believes to be either unique or outstanding or which is recognized as giving your firm a competitive edge or advantage. Include all specific services the firm intends to provide under this RFQ response. The respondent shall adhere to the following:

- Summary must (1) be limited to a maximum of two(2)pages,
  - (2)state that the proposal is in all respects fair and in good faith without collusion or fraud, and
  - (3) state that the signatory (signer) of the RFQ has the authority to bind the principal proposer.
- Signed, acknowledged Addendums (if issued)

**TAB 2 – EXPERIENCE AND ABILITY**

In Tab 2 provide the followings:

- A. Respondents and respondent's team must demonstrate considerable relevant experience with the scope of services in the RFQ and should emphasize both the experience and capability of the particular personnel who will actually perform the work. Also include information regarding the firm's capabilities and background.
- B. List all sub-consultants to be utilized and their experience with the scope of services in the RFQ.
- C. Submit an organizational chart with the following brief information:
  - 1. Principal point of contact.
  - 2. Project Manager.
  - 3. Team Leaders and names/responsibilities of each team member.
  - 4. Map the chain of supervision for the team and the chain of succession if team members were to change during the contract term. Project Manager and Key Team Members proposed for any Authority contracted project must remain with project until completion unless prohibited by extenuating circumstances. In the event replacement of the Project Manager or a Key Team Member becomes necessary, the Airport will have the right to approve or disapprove any proposed replacement.
  - 5. Provide brief resumes or descriptions of relevant experience for the proposed Project Manager and other Key Project Team members.
  - 6. Provide Proof of Insurance Capability – evidence shall be in the form of a letter from an authorized insurer indicating ability to provide required insurance.
  - 7. Copy of valid State of Alabama professional engineering licenses for all registered engineers.
  - 9. Provide a completed Internal Revenue Service W-9 (the form may be downloaded from the IRS web site at [www.irs.gov](http://www.irs.gov)).

**TAB 3 - PAST PERFORMANCE**

In Tab 3 provide the following:

- A. A brief history of the firm and a description of relevant projects worked on in the last five (5) years including name, location, date of completion, size of project and dollar

- value, and the name and phone number of the owner's representative.
- B. Evidence of a successful track record of tasks or projects being completed on time and within allocated budgets. Include exceptional performance ratings and letters of commendation.
- C. List Program Management, Engineering and Construction Management companies the firm has worked with. Provide a brief description of the relationship and the significant project activities or accomplishments. Include the name and phone number of a key contact for each company.
- D. Documentation of any Litigation, Major Disputes, Contract Defaults, and Liens in the last five (5) years. Describe and explain each.
- E. Response to the following question: "Why should the Mobile Airport Authority award a contract for said services to your firm?"

#### **TAB 4 – APPROACH AND METHOD**

##### In Tab 4 provide the following:

- A. Describe your Firm's approach to the project. Provide a list of the expected tasks and associated schedules for the complete project. Include any unique methods that you intend to incorporate and evaluate with each task as applicable during the project.
- B. Describe your Firm's quality control and quality assurance processes.
- C. Describe your Firm's schedule management process. How will you track and present baseline, actual and current schedule milestone information?
- D. Describe your Firm's budget management process – How will you monitor and keep the estimated construction costs within the budget during the design phase.
- E. Describe your Firm's methodology for correcting errors or omissions in plans during Construction. Provide past project examples describing how you corrected errors/omissions and the steps taken.

#### **TAB 5 – DBE PARTICIPATION**

##### In Tab 5 provide the following:

MAA encourages DBE participation in this project, process and respondents are challenged to present a creative and responsive plan that provides for DBE participation that is commercially meaningful and useful including the following arrangements to ensure quality participation: (1) Participation as a prime consultant, (2) joint venture, (3) partnership, (4) sub-consultant, and/or (5) vendor.

The requirements of 49 CFR Part 26 regulations of the U.S. Department of Transportation apply to this contract/agreement. It is the policy of the MAA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals.

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

DBE participation shall be a selection criterion in the RFQ process. It is the goal of this contract to achieve the minimum DBE participation goal.

- A. Present a Narrative Description /Plan of how the DBE goal of 9.4% participation will be met or exceeded during this project. This Plan should explain the work scope designated for each DBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan
- B. For each DBE firm on your team, include Attachment 'A' (DBE Utilization Form) along with their certification documents and include in TAB #5.

If there are no DBE firms on your team, complete the Statement of Good Faith Efforts form

(Attachment B) and include in TAB #5. The DBE submission requirements are detailed in Section 10 of this RFQ.

NOTE: Failure to submit the DBE Plan and/or Statement of Good Faith Efforts documentation shall result in the proposal being deemed as non-responsive to the DBE portion of the proposal specifications. If DBE participation is not available or will not be used for this contract, it shall be documented and justified on the Statement of Good Faith Efforts form.

C. Disadvantaged Business Enterprise (DBE) Participation

DBE participation shall be a selection criterion in the RFQ evaluation /scoring process. It is the goal of this Project to have a minimum of 9.4% DBE participation in the contract. The Proposer shall include a DBE Participation Plan within the RFQ response. Key elements of the plan will include:

1. An explanation / narrative of how the goal of 9.4% DBE participation goal shall be met for this contract.
2. List of the locally certified DBE firms that will be utilized on this contract including the services they are to provide.
3. The methodology for monitoring the DBE participation on a continuing basis. If no suitable DBE participation can be found, the Proposer must demonstrate a Good Faith Effort was made to identify a suitable DBE and Attachment B will need to be included in the RFQ Response.

NOTE: When submitting a Plan which includes DBE vendors, ensure that all selected DBE vendors are certified through the State of Alabama DBE programs or a certifying agency that adheres to Minimum DBE certification requirements of the U.S. Department of Transportation Regulation 49 CFR, Part 26. Note: A DBE vendor who is not currently certified does not qualify.

As part of the RFQ Evaluation process, a total of 10 points may be awarded for DBE participation: 5 points for the DBE Plan and 5 points for utilizing a documented certified DBE firm(s). The Authority's staff will evaluate the DBE plans. Attachment B must be submitted for each DBE firm proposed, as supporting documentation to the DBE Certification.

SECTION 8.0 Submitting Request for Qualifications (RFQ) Response

8.1 RFQs shall be submitted as follows:

- A. One (1) unbound Original (so identified) and five (5) bound complete copies (so identified) and one (1) PDF.
- B. All RFQs shall be submitted in a sealed envelope/container, which will be received (recorded and clocked-in) at:

MOBILE AIRPORT AUTHORITY

If Mailed or Hand Delivered:      MAA FINANCE OFFICE  
1891 NINTH STREET  
MOBILE, AL 36615

8.2 For Proper Identificaion: The front of each RFQ envelope/container shall contain the following information:

- The name and address of the proposer
- REQUEST FOR QUALIFICATION (RFQ)  
RUNWAY 14-32 REHABILITATION
- The time/date specified for receipt of RFQ (See Section 3.0)
- The number of each envelope/container submitted (i.e. "1 of 2, "2 of 2")

8.3 The responsibility for submitting the RFQ to the Authority on or before the above stated time and date is solely that of the proposer. The Mobile Airport Authority will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

8.4 The signer of the RFQ must declare that the RFQ is in all respects fair and in good faith without collusion or fraud and that the signer of the RFQ has the authority to bind the principal proposer.

8.5 The Authority shall not be liable for any costs incurred by a proposer prior to entering into a contract. Therefore, all proposers are encouraged to provide a simple, straightforward, and concise description of

- their ability to meet the project requirements.
- 8.6 Firms responding to this RFQ should be available for in-person presentations/interviews.
- 8.7 The only acceptable evidence to establish the time of receipt at the designated location is the time and date on the submitted envelope/package. LATE RFQS WILL NOT BE CONSIDERED FOR EVALUATION.

**SECTION 9.0 Evaluation Criteria**

Evaluation of proposals will be performed consistent with the following criteria and weighted values:

Initial Criteria	Max Rating Points
TAB 1 – Executive Summary / General Information	10
TAB 2 - Experience and Ability	30
TAB 3 - Past Performance	20
TAB 4 – Approach and Method	30
TAB 5 – DBE Participation	10
RFQ Criteria Subtotal	100
Oral Presentation/Interview Criteria	Rating Points
**Oral Presentation (if applicable)	25**
Maximum Points Allowed	125

\*\*NOTE: Shortlisting of responses and oral presentations is not a mandatory requirement. The Selection Committee reserves the right to shortlist firms and require oral presentations to the committee as part of the evaluation process.

**Evaluation Committee**

The Authority will establish a Selection Committee responsible for the following:

- (a) Conducting a comprehensive, fair, and impartial evaluation of all qualification information received in response to this RFQ.
- (b) Scoring and ranking responses.

**SECTION 10.0 Contract Award**

The Authority reserves the right to incorporate successful Respondents proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award. The selected firm will be required to assume responsibility for all services offered in the proposal. The Authority will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

**SECTION 11.0 Right of Rejection**

The Mobile Airport Authority reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Mobile Airport Authority and its citizens.

**SECTION 12.0 General Terms and Conditions**

**12.1 Equal Opportunity Agreement**

- 12.1.1 In connection with work performed under a Mobile Airport Authority contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Authority's Equal Opportunity Pledge.
- 12.1.2 Respondent agrees to:
  - Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
  - Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- 12.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

12.2 Indemnification

"The Consultant shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Consultant in the performance of this Contract."

12.3 Issuance of Addenda

12.3.1 If this solicitation is amended, the Authority will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

12.3.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

By signing and returning the Addendum (Tab 1, if applicable),

By signed letter,

By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS.")

12.3.3 The Authority must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

12.4 PAYMENT:

12.4.1. PromptPayPolicy

It is the policy of the Mobile Airport Authority to fully implement the provisions of the State of Alabama Prompt Pay Act. For more information, please refer to Code of Alabama §39-2-1 thru 14.

12.4.2. Withholding Payment

In the event a contract is canceled under any provision herein, the Mobile Airport Authority may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

12.5 Insurance Requirements:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Consultant's proposal.

Certificates of Insurance

The SERVICE PROVIDER shall provide MOBILE AIRPORT AUTHORITY with valid certificates of insurance *prior* to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the SERVICE PROVIDER's Commercial General Liability Policy. Each certificate of insurance shall provide that the insurer must give the MOBILE AIRPORT AUTHORITY at least thirty (30) days' prior written notice of cancellation, non-renewal, or modification of the SERVICE PROVIDER's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the SERVICE PROVIDER shall supply the MOBILE AIRPORT AUTHORITY with a new certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new endorsements shall be similarly endorsed in favor of MOBILE AIRPORT AUTHORITY and MOBILE AIRPORT AUTHORITY's parties as set forth above. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000.00 without MOBILE AIRPORT AUTHORITY's prior written approval. The Description section of the certificate shall contain reference to the Project name. The SERVICE PROVIDER shall ensure that each subcontractor complies with the terms of this Section.

Workers' Compensation

Regardless of any "minimum requirements" of the State of Alabama, SERVICE PROVIDER shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement



shall be attached to the policy. SERVICE PROVIDER shall also obtain Employers Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

#### **Commercial General Liability**

SERVICE PROVIDER shall obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

#### **Automobile Liability**

SERVICE PROVIDER shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If the SERVICE PROVIDER does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.)*

#### **Additional Insureds**

These liability policies shall endorse MOBILE AIRPORT AUTHORITY as an **Additional Insured**. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the MOBILE AIRPORT AUTHORITY et al. as an additional insured. Additionally, SERVICE PROVIDER agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by MOBILE AIRPORT AUTHORITY shall be excess only and shall not be called upon to contribute with this insurance.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

Mobile Airport Authority  
1891 9<sup>th</sup> Street  
Mobile, AL 36615

#### **Insurance Requirements for Subcontractors**

SERVICE PROVIDER shall ensure that subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth above, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the subcontractors performing any work.

#### **Professional Errors and Omissions**

The SERVICE PROVIDER is required to maintain minimum limits of \$5,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after SERVICE PROVIDER's work is accepted by MOBILE AIRPORT AUTHORITY and a deductible not to exceed \$10,000, for which SERVICE PROVIDER will remain solely responsible for, shall apply. *OPTION-* If the SIR exceeds \$10,000 then MOBILE AIRPORT AUTHORITY shall have the right to review the CMAR's most recent Audited financial statement.

#### **Commercial Umbrella**

SERVICE PROVIDER shall obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall

be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$5,000,000 per line of coverage.

### **Cancellation**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice.

### **Indemnity & Hold Harmless Agreement**

SERVICE PROVIDER shall indemnify, defend and hold harmless MOBILE AIRPORT AUTHORITY and its affiliates, and all of their employees, officers, directors, shareholders, etc. (collectively "Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, expenses, obligations, judgments, recoveries and deficiencies, arising out of or resulting from the performance of the services of this contract; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the SERVICE PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. SERVICE PROVIDER will not be liable hereunder to the extent that such liabilities or losses directly result from the sole negligence or willful misconduct of any Indemnitee. SERVICE PROVIDER shall, upon request, defend any suit asserting a claim covered by this indemnity.

### **Waiver of Subrogation**

SERVICE PROVIDER shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, there this Waiver of Subrogation requirement shall not apply and SERVICE PROVIDER shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

### **Subcontractors**

Consultant / Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

#### 12.6 **Availability of Funds for Future Fiscal Years**

Project funding pending FAA approval.

#### 12.7 **Extension of Services**

The Authority may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed six months. The Authority may extend the services by written notice to the Contractor.

#### 12.8 **Confidentiality**

12.8.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that Authority is a governmental entity subject to the Alabama Public Records Law. The respondent further acknowledges that any materials or documents provided to Authority may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide Authority with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Alabama law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to the Authority both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

12.8.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, Authority, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, Authority shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by Authority no later than 4:00 p.m., ET, of the second Authority business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify Authority for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by Authority, or assessed or awarded against Authority, in regard to Authority's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFQ and shall constitute Authority's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Authority.

12.9 Prohibited Communications

Cone of Silence - After the issuance of the RFQ by the Authority, Proposers and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFQ with the Authority, other than the Authority's President unless otherwise directed in this RFQ. This prohibition begins with the issuance of the RFQ and ends upon award of the resulting contract. Such communications initiated by the Proposer shall be grounds for disqualifying the offending Proposer from consideration for award under this RFQ and/or potentially any future procurement with the Authority. The only exception is at the Pre- Bid meeting.

12.10 Federal Contract Provisions

Federal law and regulations require the inclusion of specific clauses in certain contracts, solicitations, or specifications. See Attachment C for list of clauses.

**ATTACHMENT A  
DBE UTILIZATION FORM  
RFQ  
BFM RUNWAY 14-32  
REHABILITATION**

Name of DBE Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Is the proposer a certified DBE? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please provide a copy of your certification letter or certificate.

Percentage amount of contract with DBE sub-proposer/supplier: \_\_\_\_\_ %

Description of services performed under agreement with the DBE sub-proposer for the percentage indicated above and the methodology for monitoring the DBE participation on a continuing basis.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-PROPOSER/SUPPLIER.  
\*Only 60% of the cost of materials or supplies purchased from a DBE regular dealer count toward the DBE goals.

**TTACHMENT B**  
**STATEMENT OF GOOD FAITH EFFORTS**  
**RFQ**  
**BFM RUNWAY 14-32 REHABILITATION**

This form is to be completed if proposer fails to achieve the DBE goals established for this project. The proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information shall result in the proposal being determined as non-responsive to the DBE requirements.

The following list is not intended to be exclusive or exhaustive and the Authority will look not only at the different kinds of efforts the proposer has made, but also the quality, quantity, intensity, and timeliness of those efforts. It is the responsibility of the proposer to exercise good faith efforts. Any act or omission by the Authority shall not relieve the proposer of this responsibility.

Criteria listed below are excerpted from Appendix A of 49 CFR Part 26, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Attendance at Pre-Proposal conference, if held:

Yes       No       Not Held      (10 POINTS)

2. Whether and when the proposer provided written notice to all certified DBEs listed in the Authority's M/DBE Directory or the FDOT directory that perform the type of work to be subcontracted and advising the DBEs of the specific work the proposer intend to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.  
(20 POINTS)

All letters from proposer to prospective DBE sub-proposers must be post marked or fax recorded a minimum of 12 calendar days prior to proposal opening.

- Provide complete list of all DBEs solicited.
- Provide DATE letters were mailed (DBEs will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to DBEs. Recommended information in your solicitation letter can include, but not limited to, the following:
  - Project specific information.
  - Your willingness to assist with supply purchases.
  - Bonding requirements of your firm.
  - Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
  - Availability of specifications and plans through your office.
  - Best time to reach you by phone (DBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
  - Proposal opening date and all addendum information.
  - Your requirements/time frames/payment schedules.

3. Whether the proposer selected feasible portions of work to be performed by DBEs, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals. (10 POINTS)

If appropriate, detail any subcontracting category that you have broken down to assist DBE firms and list firms that have been made aware of this reduced scope.

<u>Sub-proposing Category</u>	<u>DBEFirm</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Whether the proposer considered all quotations received from DBEs and for those quotations not accepted, the proposer shall provide an explanation of why the DBE will not be used during the course of the contract. Receipt of lower quotation from non-DBE will not in itself excuse a proposer's failure to meet project goals. (15 POINTS)

List all DBE firms who quoted this project; the amount quoted, and the successful sub-proposer (if not the DBE firm) and their quote:

<u>Name of DBE</u>	<u>DBE's Quote</u>	<u>Name of non-DBE Sub-Proposers Chosen</u>	<u>Sub-Proposer's Quote</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Whether the proposer provided interested DBEs assistance in reviewing the contract plans and specifications. (5 POINTS)

Name the DBE firms provided assistance and describe how your firm provided such assistance.

---



---



---



---



---

6. Whether the proposer assisted interested DBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)

---

---

---

7. Whether the proposer has utilized DBE sub-proposers on Authority, or contracts within the past six months. (10 POINTS)

List any local projects your firm has performed in the last six (6) months, the DBE subcontractors utilized and the dollar value of the DBEs sub-proposer.

<u>ProjectName</u>	<u>DBEFirmUsed</u>	<u>DollarValue</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

8. Whether the proposer advertised in general circulation, trade association, and/or disadvantaged- focus media concerning the subcontracting opportunities. (10 POINTS)

List which papers carried your ad and attach a copy of the ad.

---

---

---

---

9. Written documentation that the Proposer effectively used the services of the Authority of Tallahassee’s MBE/DBE Office, Federal DBE Offices, available disadvantaged community organizations; minority/women contractors’ groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of disadvantaged business enterprises for guidance and assistance if having difficulty obtaining Disadvantaged Business participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)

List disadvantaged organizations contacted.  
 (A minimum of three organizations must be contacted)

<u>Organization</u>	<u>PersonContacted</u>	<u>DateContacted</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Describe any additional efforts or circumstances, which may assist the Authority in determining Good Faith Efforts. (5 POINTS)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.



**ATTACHMENT “C”  
FEDERAL CONTRACT  
PROVISIONS  
RFQ  
RUNWAY 14-32  
REHABILITATION**

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Projects – refer to link below.

[https://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/combined-federal-contract-provisions.pdf](https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/combined-federal-contract-provisions.pdf)

ATTACHMENT "D"

(Sample Agreement)

**ATTACHMENT "E"**

**(Aerial)**