



Mobile Airport Authority

ADDENDUM No. 1 REQUEST FOR QUALIFICATIONS RFQ No. 2023-014

Date: September 22, 2023

Project Name: HVAC Assessment & Design Services at Airbus Engineering

Addendum No. 1 for the above referenced project has been published. This addendum is available only by electronic delivery on the Mobile Airport Authority website. Please find attached the Documents for the above referenced **Addendum No. 1**.

This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM (Page 24) "Attachment D" BY INSERTING THE ADDENDUM # and DATE OF THE ADDENDUM ON THE SIGNATURE & ACKNOWLEDGEMENT AFFIDAVIT FORM.

ITEM NO. 1:

Title Change

1. The Proposal document has been altered from "Request for Proposal" to "Request for Qualifications." See revised RFQ attached to this addendum. Any mention of an RFP in this solicitation, please refer as to RFQ.

ITEM NO. 2:

Alteration of Document's Language

1. The RFQ language has been altered to exclude any references to fees/rates/pricing/price proposals/etc.
 - a. Eliminate "**(assumed for Fee proposal purposes)**" from Section VII.B.
 - b. Eliminate "**and Fee Schedule**" from Section VII.D.2.
 - c. Eliminate "**but separated out as an additional task in the Consultant's Fee Schedule**" from Section VII.E.
 - d. Eliminate "**The letter must stipulate that the proposal price will be valid for a period of at least 180 days**" from Section VIII.A.
 - e. Eliminate **Section VIII.G. Fee Proposal**.
 - f. Eliminate "**in addition to price**" from Section X.
 - g. Eliminate Row **Price Proposal** in Section X chart.
 - h. Eliminate "**While price is one basic factor for an award, it is not the sole consideration**" from Section XI.
 - i. Eliminate "**or price**" from Section XI.B.
 - j. Eliminate **Attachment B – Pricing Proposal Form** from RFQ and the Table of Contents.
2. The RFQ language has been altered to fit the context of the document after removing the above references.
 - a. Eliminate "**Purchase Order**" from Section VII.D.1.
 - b. Scoring Criteria revised (See revised chart below)

(Revised)	Criteria Description	Max Point
Qualifications of Entity & Key Personnel	Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	40
Relevant Experience	Relevant Experience with Comparable Projects of Similar Size.	25
Approach to Providing the Requested Scope of Services	Includes an understanding of the RFQ and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.	15
Innovative and/or Creative Approaches	Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.	15
References		5
	Total Points:	100

ITEM NO. 3:

Site Visits

1. Two site visits have been scheduled.
 - a. Tuesday 9/26/23 @ 9am
 - b. Wednesday 9/27/9 @ 9am
 - c. Please bring a Driver's License to check into the front desk. The process will take roughly 10-15 minutes. If you would like to skip the wait, please scan and email a copy of your license to Brad@mobairport.com

Sincerely,

MOBILE AIRPORT AUTHORITY

Rita L. Barren

Rita L. Barren
Procurement Officer

Attachments: Pre-Bid Sign-in Sheet
RFQ No, 2023-014 (Revised)

cc: Mobile Airport Authority File

- End of Addendum No. 1 -



PRE-PROPOSAL MEETING SIGN-IN SHEET

DATE/TIME: Thursday, September 21, 2023 @ 2PM (Local)
LOCATION: Mobile Airport Authority Administration Offices
Conference Room

	Name (Please Print)	Company	Email
1.	MATT YONKE, PE	H. M. YONKE & ASSOC.	LTITUS@HMYADE.COM
2.	Tim Mitchell	H. M. Yonge and Assoc.	tmitchell@hmyace.com
3.	Elizabeth Miller	SP Engineering	emiller@sp.engineering
4.	Scott Peach	SP Engineering	sp@sp.engineering
5.	Dylan Copeland	MAA	d.copeland@mobairport.com
6.	Brad Morris	MAA	brad@mobairport.com
7.	Abina Dawzat	MAA	Abina@mobairport.com
8.	RITA BARREN	Mobile Airport Auth.	RBarren@mobairport.com
9.			
10.			
11.			
12.			



**Mobile Airport
Authority**

**REQUEST FOR PROPOSALS (RFP)
QUALIFICATIONS (RFQ)**

RFP No. 2023-014 (Revised)

**Assessment and Design Services for
HVAC Systems at Airbus Engineering**

Date Posted: September 11, 2023

Proposal Due: October 04, 2023

Rita Barren

09/11/2023



Table of Contents

I. GENERAL INFORMATION:	6
II. CONTACT FOR QUESTIONS	7
III. PROPOSAL SUBMITTALS	7
IV. PROJECT DESCRIPTION & OVERVIEW:	7
V. PURPOSE OF RFP RFQ	7
VI. SCHEDULE OF EVENTS	8
VII. SCOPE OF SERVICES	8
VIII. PROPOSAL FORMAT GUIDELINES	10
IX. PROCESS FOR SUBMITTING PROPOSALS	13
X. EVALUATION CRITERIA	15
XI. EVALUATION OF PROPOSALS AND SELECTION PROCESS	16
XII. TERMS AND CONDITIONS	17
XIII. OTHER REQUIREMENTS	18
XIV. INSURANCE REQUIREMENTS	19
XV. DISCLOSURES	19
XVI. CONE OF SILENCE	20
XVII. ATTACHMENTS	21

Attachment A - MEP As-Built Drawings

~~Attachment B - Pricing Proposal Form~~

Attachment C - Vendor Data Form

Attachment D - Signature & Acknowledgement Affidavit Form

Attachment E - Non-Collusion Affidavit

Attachment F - Insurance Requirements

Attachment G - Sample Contract

REQUEST FOR PROPOSALS-QUALIFICATIONS
RFQ No. 2023-014
Assessment and Design Services for HVAC Systems
at Airbus Engineering

The Mobile Airport Authority (hereinafter referred to as the "MAA") is requesting proposals from a qualified public entity or private firm, to establish a contract for Assessment and Design Services for HVAC Systems at Airbus Engineering.

It shall be the responsibility of the proposer to deliver his proposal to MAA's office by the announced time. Delivery Location: Mobile Airport Authority ("MAA"), 1891 9th Street, Mobile, Alabama 36615.

The Proposals shall be to the attention of Rita Barren, Procurement Officer in a sealed envelope identified on the outside with the Proposer's Business Name, License #, Proposer Identity - Request for Proposals for Assessment and Design Services for HVAC Systems at Airbus Engineering and the due date. Proposals will be publicly opened.

The Request for Proposals (RFP No. 2023-014) may be downloaded from MAA's website at <https://www.mobileairportauthority.com/downtown/rfp/> .

I. GENERAL INFORMATION:

Sealed proposals shall be received by the MAA to wit: Mobile Airport Authority ("MAA"), 1891 9th Street, Mobile, Alabama 36615, on or before the hour of 2:00 p.m. on **October 04, 2023**. Any RFP received after this closing time will be returned unopened.

A **Pre-Proposal Meeting will be held on September 21, 2023 @ 2:00 p.m.** at 1891 9th Street, Mobile, Alabama 36615 to discuss the Description of Work. Site walkthrough will immediately follow. Attendance of the pre-proposal meeting is non mandatory.

Any oral response given at the Pre-Proposal Conference that is not confirmed in the written summary, or by a subsequent addendum shall not be official or binding on the MAA. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the MAA shall not be binding on the MAA. RFP Proposers, their consultants, sub-consultants, or other parties representing the proposed team for this solicitation may not contact any Mobile Airport Authority Employee, Selection Committee member, or Architect, with the exception of the Procurement Officer, as identified in this RFP, concerning this Project from the date of this advertisement until after the date of selection.



Mobile Airport Authority

II. CONTACT FOR QUESTIONS

In order to ensure a fair and objective RFP evaluation, all questions for clarification related to this RFP shall be made in writing. All questions must be submitted in writing via E-mail prior to **5:00 pm** on **September 26, 2023**.

Emailed to: russell@mobairport.com

Such clarification will be submitted to all known responding firms simultaneously. Answers to questions will also be posted on MAA's website, as well as any Addenda at www.mobileairportauthority.com. Vendors are responsible for checking Mobile Airport Authority website for any addendum.

III. PROPOSAL SUBMITTALS

All proposal submittals should be in a **sealed** envelope and the sealed envelope shall be marked as follows:

Mobile Airport Authority
ATTN: Rita L. Barren, Procurement Officer
(SEALED BID) - Deadline: October 04, 2023 @ 2:00 pm
Project Name: **Assessment and Design Services for HVAC Systems
at Airbus Engineering**
RFP No. 2023-014 / Proposer's Name & License #

Further details are included in the MAA's Request for Qualifications package. MAA reserves the right to reject all submissions and to waive any informalities.

IV. PROJECT DESCRIPTION & OVERVIEW:

The project consists of the complete assessment and recommendation for the existing HVAC system at Airbus Engineering located at 1801 S. Broad Street Mobile, AL 36615.

V. PURPOSE OF RFP RFQ

The purpose for this Request for ~~Proposals~~ ("RFP") Qualifications (RFQ) is to solicit statements of qualifications and proposals from interested and qualified Consultants to establish a contract for the assessment, reporting, and recommendations regarding the existing HVAC systems at Airbus Engineering for the Mobile Airport Authority (MAA).

Selection of the Consultant will be a Best Value selection based on the Criteria Evaluation and Scoring addressed in Section XII of this RFP. Best Value means the responsible offeror whose proposal is the most advantageous to MAA.

VI. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	September 11, 2023
Pre-Proposal Meeting (Non-Mandatory)	September 21, 2023, at 2:00 p.m.
Deadline for Written Questions	September 26, 2023, by 5:00 p.m.
Responses to Questions Posted on Web	September 28, 2023, by 5:00 p.m.
Proposals are Due	October 04, 2023, at 2:00 p.m.
Interview (if held)	The Week of October 9, 2023
Board Approval of Contract	October 25, 2023 (Tentative)

**All dates are subject to change at the discretion of MAA*

VII. SCOPE OF SERVICES

The Mobile Airport Authority is soliciting proposals from qualified professional mechanical engineering firms to provide: (1) an assessment of the existing Heating, Ventilation and Air Conditioning (HVAC) system in the Airbus Engineering building and provide HVAC improvement recommendations; (2) HVAC improvement recommendations and preparation of plans, specifications and estimates for improvements to the HVAC system. The existing MEP set of as-builts drawings for the Airbus Engineering building are attached as **Attachment A**.

The scope of services is meant to provide the proposers with an outline of the anticipated services required for this project. The detailed scope of services will be contained in the executed Contract Agreement. The work to be performed by the Consultant will include all services required for the completion of this project. The scope of work will be in a single, not to exceed, contract.

Proposals should address the ability of the bidder to comply with the requirements contained in the scope of work. The Consultant shall identify a detailed scope in the proposal as part of their understanding and approach to the project.

A. Existing HVAC System Assessment

The Consultant shall conduct a thorough assessment of the existing HVAC system for the purpose of identifying system deficiencies and recommending solutions. Existing As-builts, equipment manuals, specifications etc. will be utilized and provided by MAA staff. The assessment should determine whether or not the existing HVAC system provides adequate cooling, heating, air movement and temperature control, and thermal comfort in accordance with Alabama state building ventilation requirements, Title 24, ASHRAE, ADA and all other applicable codes and regulations. Troubleshooting the system for deficiencies will be arranged with MAA staff to minimize disruption to the Airbus Engineering staff.



Mobile Airport Authority

The identification of HVAC system deficiencies shall be comprehensive in nature and should consider, at a minimum: current system performance, maintenance requirements (including a review of records of past attempts to improve the system), operations efficiency (including costs of operation), remaining system operational life, inadequate design, and any other deficiencies observed.

The Assessment findings will be written in a draft report and submitted to Mobile Airport Authority at a meeting for discussion and comments. **Five (5) copies** will be provided to the Procurement Officer, and it will also be made available in electronic form (Microsoft Word). Comments will be incorporated, and the final Assessment findings will be presented to the President, as five (5) final copies and in Word electronic format as well. Upon acceptance by President, approval will be given to begin the following task:

B. Proposed HVAC System Improvements Recommendations

The consultant shall prepare a report outlining recommendations for HVAC system improvements, including modifying the existing equipment as an option. Two (2) additional alternatives ~~(assumed for Fee proposal purposes)~~ shall be proposed in the report, including a schematic drawing of each, listing the proposed system and cost estimates (design, installation and Operation and Maintenance costs). The proposed solutions shall be based on the consultant's professional expertise and experience and shall take into consideration numerous factors including existing HVAC performance, installation cost, operational and maintenance costs, efficiency, system operational life, and input from MAA staff. A cost benefit analysis of keeping the existing HVAC system and installing a new one shall also be prepared.

The Recommendations Report findings will be written in a draft report and submitted to the MAA at a meeting for discussion and comment. Three (3) copies will be provided to the Procurement Office, and it will also be made available in electronic form (Microsoft Word). Comments will be incorporated, and the final Recommendation Report will be presented to the MAA, as three (3) final copies and in Word electronic format as well. The final report will be wet stamped and signed by a professional Mechanical Engineer licensed in the State of Alabama.

C. Plans, Specifications and Estimates

This task is applicable to improvements only:

Upon review of the recommendations report as described in the previous task ("Proposed HVAC System Improvements Recommendations"), the MAA shall provide approval to proceed with this task. This task shall include comprehensive engineering/HVAC design services for the development all necessary bidding

documents including plans, specifications and estimates (PS&E) to be used for the construction of the improvements and should therefore be complete in detail and contain all necessary information. Drawings shall conform to standard professional practice and applicable rules, codes and regulations (local, state and federal).

MAA intends to bid this part of the scope out for construction; therefore, the proposal must include services related to the bidding phase (i.e., response to RFIs) and shall also include at minimum 4 site visits during construction.

Three (3) sets of the PS&E set shall be submitted for review. After final approval, eight (8) complete sets of bidding documents shall be provided and one final approved set in an electronic format.

D. Project Administration

1. Kick-off Meeting: Upon receipt of a written Notice to Proceed/~~Purchase Order~~ from MAA, consultant shall conduct a kick-off meeting with MAA to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, milestones, critical path designation and a schedule for progress meetings.

2. Project Milestone: Consultant shall prepare a project execution schedule with major milestones to MAA for approval. Consultant shall prepare regular progress reports and meeting Agendas and Minutes for MAA staff each month. Assume that monthly meetings will occur during the project (maximum of 3 months) of the project and include this in the Schedule and ~~Fee Schedule:~~

- A. Schedule and conduct a Pre-Construction Meeting with the successful bidder.
- B. Schedule and conduct bi-weekly jobsite construction progress meetings to enhance communication and reduce likelihood of problems.
- C. Conduct Project Close-Out Meeting to review warranty limitations and responsibilities of interested parties with Mobile Airport Authority staff.

E. Additional Services

Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal ~~but separated out as an additional task in the Consultant's Fee Schedule.~~

VIII. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide MAA with a thorough proposal using the following guidelines:



Mobile Airport Authority

Proposal should be typed and should contain no more than **20 typed pages** using a **12-point font size**, including **transmittal letter** and **resumes of key people**, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

A. Vendor Data Form and Cover Letter

Complete **Attachment C**, "Vendor Data Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. ~~The letter must stipulate that the proposal price will be valid for a period of at least 180 days.~~ Indicate the address and telephone number of the contractor's office located nearest to Mobile, Alabama and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of MAA, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from MAA staff. Explain what the respective roles of MAA staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, MAA will consider proposals that offer alternative service delivery means and methods for the services desired.

D. Staffing

Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to MAA for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including the length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. MAA reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- o Client Name
- o Project Description
- o Project start and end dates
- o Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.



Mobile Airport Authority

F. Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow MAA to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

~~**G. Fee Proposal**~~

~~All Proposers are required to use the form in **Attachment B** to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.~~

H. Disclosure

Please disclose any and all past or current business and personal relationships with any current MAA staff, official, or family member of any current MAA staff, official, or family member. Any past or current business relationship may not disqualify the firm from consideration.

I. Sample Agreement

The firm selected by MAA will be required to execute an Agreement for Services (Agreement) with MAA. The form of the Agreement is enclosed as **Attachment G** but may be modified to suit the specific services and needs of MAA. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

J. Checklist of Forms to Accompany Proposal

As a convenience to Proposers, following is a list of the forms, included as attachments to this RFP, which should be included with proposals:

~~**Attachment B - Pricing Proposal Form**~~

Attachment C - Vendor Data Form

Attachment D - Signature & Acknowledgement Affidavit Form

Attachment E - Non-Collusion Affidavit

IX. PROCESS FOR SUBMITTING PROPOSALS

A. Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

B. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

C. Number of Proposals

Submit one original, five (5) hard copies plus **one disk copy** of flash drive of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

D. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes marked and received no later than 2:00 p.m. (local time) on October 04, 2023, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Mobile Airport Authority

ATTN: Rita L. Barren, Procurement Officer

(SEALED BID) - Deadline: October 04, 2023 @ 2:00 pm

Project Name: **Assessment and Design Services for HVAC Systems
at Airbus Engineering**

RFP RFQ No. 2023-014 / Proposer's Name & License #

E. Inquiries

Questions about this RFP RFQ must be directed in writing, via e-mail to: Russell Stallings, Project Manager at russell@mobairport.com. MAA reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to MAA's Web Site; Proposers should check this web page daily for new information. MAA will endeavor to answer all written questions timely received no later than September 26, 2023. MAA reserves the right not to answer all questions.

From the date that this RFP **RFQ** is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any MAA employee other than the contracting officer listed above regarding this RFP. MAA reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon MAA.

F. Conditions for Proposal Acceptance

This RFP **RFQ** does not commit MAA to award a contract or to pay any costs incurred for any services. MAA, at its sole discretion, reserves the right to accept or reject any



Mobile Airport Authority

or all proposals received as a result of this RFP **RFQ**, to negotiate with any qualified source(s), or to cancel this RFP **RFQ** in part or in its entirety. MAA may waive any irregularity in any proposal. All proposals will become the property of MAA. If any proprietary information is contained in the proposal, it should be clearly identified.

X. EVALUATION CRITERIA

MAA’s evaluation and selection process will be conducted in accordance with its procedures. In accordance with the procedures, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. **(See revised criteria)**

-	Criteria Description	Max Point
Qualifications of Entity & Key Personnel	Includes ability to provide the requested scope of services, the Proposer’s financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	15-50
Approach to Providing the Requested Scope of Services	Includes an understanding of the RFP and of the project’s scope of services, knowledge of applicable laws and regulations related to the scope of services.	10-15
Price Proposal	Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.	50
Innovative and/or Creative Approaches	Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.	10
Relevant Experience	Relevant Experience with Comparable Projects of Similar Size.	10-25
References	-	5-10
-	Total Points:	100

The final contract for these Services shall be awarded only after negotiations with the selected firm to establish a fair and reasonable price. MAA actively encourages submission of proposals from disadvantaged business enterprises and companies owned by Native Americans, minorities, women, immigrants, and veterans. MAA does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award. Equal Opportunity Employer.

RFP submissions that have not been received in the required format and quantity by the aforementioned deadline date and time will be rejected. Additionally, failure to submit all of the information stipulated per Section V – Format of Responses, shall result in the

submission being considered non-responsive and may result in the RFP **RFQ** submission being rejected. Unless otherwise stated or required by the instructions, all attachments and/or embellishments other than those required in the RFP **RFQ** shall be excluded.

The MAA President or their designees shall make the final selection. The selection of any professional services will be subject to negotiation of fair and reasonable compensation.

XI. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Policy, MAA's will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which will include members of MAA's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. ~~While price is one basic factor for an award, it is not the sole consideration.~~

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP **RFQ**. MAA may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP **RFQ**. At any time during the evaluation process, MAA reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal

Review The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact the Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. MAA may reject any proposal in which a Proposer's approach, qualifications, ~~or price~~ is not considered acceptable by MAA. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. MAA may conclude the evaluation process at this point and recommend an award to the lowest responsible bidder. Alternatively, MAA may elect to negotiate directly with one or more Proposers to obtain the best result for MAA prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of October 9, 2023, and will be conducted at Mobile Airport Authority's Administrative Bldg., 1891 9th St., Mobile, AL 36615. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.



Mobile Airport Authority

In addition to conducting an oral interview, MAA may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for an award, or it may request Best and Final Offers from Proposers. MAA may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. MAA may recommend an award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for the award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by MAA, MAA may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

XII. TERMS AND CONDITIONS

The following terms and conditions apply to all proposals:

1. MAA reserves the right to reject any and all proposals submitted; to select one or more responding parties; to void this RFP and the review process and/or terminate negotiations at any time; to select separate responding parties for various components of the scope of services; and to select a final party/parties from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. MAA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit MAA to award a contract, defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of MAA as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.

3. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold MAA and its agents, directors, consultants, attorneys, officers, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, consultants, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

XIII. OTHER REQUIREMENTS

The Consultant shall not unlawfully discriminate against any employee, applicant for employment, or subconsultant because of race, color, age, religion, ancestry, sex, national origin, local custom, or sexual orientation. Furthermore, the Consultant shall be able to produce at any time its documented policy on ensuring that each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment and prejudice.

All contracts involving the Owner and Consultant and/or third persons shall incorporate by reference and shall be in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders. The proposer shall be responsible for compliance with all federal, state, and local laws, ordinances, rules, regulations and orders in the management and construction of the Project.

For a time period of at least five (5) years preceding the date of this RFP and continuing for a period of at least one (1) year after final completion and final acceptance of the Project, Proposer shall be duly licensed and registered as a General Consultant in the Building Construction classification as required by the State of Alabama or another U.S. State. In the event that Proposer consists of more than one entity with the intent to combine to form a joint venture, the years of licensing and registration of the constituent entities of such joint venture may be combined to arrive at the five-year (5) requirement. In the case of acquired or merged companies, the acquired company's prior years of licensing can be counted by the newer acquiring company/Proposer towards fulfillment of this five (5) year requirement. Copies of all professional licenses, current and valid in accordance with all applicable Alabama laws, shall be submitted by the Proposer with its RFP.

All consultants and subconsultants identified as part of Consultant's team must, as of the date of this RFP, and continuing through final completion and final acceptance of the Project, be duly licensed and registered by the Alabama State Professional Licensing Board. Copies of all professional licenses, current and valid in accordance with all applicable Alabama laws, shall be submitted by the Proposer in its RFP.



Mobile Airport Authority

To avoid any conflict of interest or the appearance of any conflict of interest in connection with this RFP, Proposer must disclose in its RFP any relationship Proposer, its parent or subsidiary, its current or former owners, officers, directors, employees, members of Proposer's team and/or others affiliated with Proposer have or in the past have had with:

- (1) current or former board members or employees of Mobile Airport Authority (MAA); or
- (2) anyone who has a contract or other relationship with a current or former MAA board member or employee or relative of said board member or employee who is or was significantly involved in the organization, preparation, or administration of this RFP or otherwise was in a position to significantly affect the RFP either through a decision-making capacity or through a review process.

If Proposer is a joint venture or intends to form a joint venture for purposes of this Project, it is not necessary for the joint venture to be registered with the Alabama Secretary of State at the time of submission of Proposer's RFP. However, if such Proposer is awarded a contract to provide construction management services for the Project, the joint venture shall be registered at the time of execution of the Contract.

Proposer shall provide evidence within its RFP showing that Proposer has the legal ability to enter into and perform a contract with the Owner to provide construction and/or construction management services for the Project.

XIV. INSURANCE REQUIREMENTS

MAA requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with MAA for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish MAA with the Certificates of Insurance proving coverage as specified within Attachment F.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the Consultant is required to maintain.

XV. DISCLOSURES

MAA shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the Consultant nor shall MAA be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Proposer, or in the sums earned or derived by Proposer, nor shall the Consultant at any time or times use the name or credit of MAA in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Proposer, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of MAA, but shall be deemed to be an Independent Consultant in every respect and shall take all steps at its own expense, as MAA may from time-to-time request, to indicate that it is an Independent Consultant. MAA does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant are performed; but on the contrary, Consultant shall be wholly responsible, therefore.

Consultant shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the MAA's execution of a contract with Consultant. Therefore, Consultant shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of MAA; such consent shall be granted or denied solely at MAA's discretion.

If selected, Consultant shall agree to comply strictly with all ordinances of MAA of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations.

Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964, which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

MAA may take all necessary and affirmative steps to assure that minority firms and women's business enterprises compete.

Consultant shall not collude in any manner or engage in any practices with any other Consultant which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause MAA to reject the proposer's submittal.

XVI. CONE OF SILENCE

To ensure a proper and fair evaluation, the MAA has established a Cone of Silence applicable to the Competitive Solicitation, including RFIs, RFPs, RFQs, and ITBs. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The cone of silence will be imposed on the Competitive Solicitation beginning on the date of the solicitation posting on MAA's website and ending with an award or decision prescribed in the MAA's Procurement Policy.

The cone of silence prohibits any communications regarding a specific RFI, RFP, RFQ, or ITB between:

1. A potential respondent, including its representative(s) (which includes vendors, service providers, Proposers, lobbyists, and consultants), and MAA staff or MAA consultants engaged to assist the MAA on a specific RFP, RFQ, or ITB, except for communications with the MAA's procurement agent or other supporting procurement



Mobile Airport Authority

staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters of the Competitive Solicitation.

2. A potential respondent including its representative(s) (which includes vendors, service providers, Proposers, lobbyists, and consultants), and a Board member.
3. A potential respondent including its representative(s) (which includes vendors, service providers, Proposers, lobbyists, and consultants), and any member of the evaluation committee or negotiation team.
4. A Board member and any member of the evaluation committee or negotiation team.
5. Unless specifically provided otherwise in the applicable solicitation document, in addition to the exceptions set forth above, the cone of silence does not apply to:
6. Oral communications at the pre-proposal or pre-bid conference.
7. Oral communications during publicly noticed evaluation committee meetings that are specifically for presentations, demonstrations, or interviews.
8. Oral communications during publicly noticed negotiation meetings.
9. Oral communication during any duly noticed Board meeting.
10. Communications relating to protests made in accordance with this Procurement Policy.

Notice of the cone of silence requirements will be included in all Competitive Solicitation documents. The notice will include the name and email of the MAA's procurement agent to whom communications regarding procedural matters of the Competitive Solicitation can be made. The notice will also include a statement that any violation of the Cone of Silence by a respondent and their representative(s) may void its response as well as any resulting contract awarded to them. Please contact: Rita Barren, Procurement Officer at RBarren@MOBAirport.com regarding procedural and proposal format matters.

XVII. ATTACHMENTS

- Attachment A - MEP As-Builts
- ~~Attachment B - Pricing Proposal Form~~
- Attachment C - Vendor Data Form
- Attachment D - Signature & Acknowledgement Affidavit Form
- Attachment E - Non-Collusion Affidavit
- Attachment F - Insurance Requirements
- Attachment G - Sample Contract

- END -

Attachment B

PRICING PROPOSAL FORM

Bid Opening, October 04, 2023 @ 2:00 p.m.

RFP No. 2023-014

Assessment and Design Services for HVAC Systems at Airbus Engineering

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

Provide hourly rates, along with pricing in accordance with MAA's current requirements, as set forth in Section 3 Scope of Work. [Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.] Proposer should use a separate form to state pricing for any added value.

	Task	Total Cost
1	Airbus Engineering Building HVAC Assessment	\$
2	Airbus Engineering Building HVAC Improvements Recommendation Report	\$
3	Airbus Engineering Building HVAC PS&E (Plans, Specification and Estimates)	\$
4	Airbus Engineering Building HVAC Bidding/Construction Services	\$
	TOTAL:	\$

Total proposal amount in written form: _____

Optional Tasks: _____

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-up contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period.

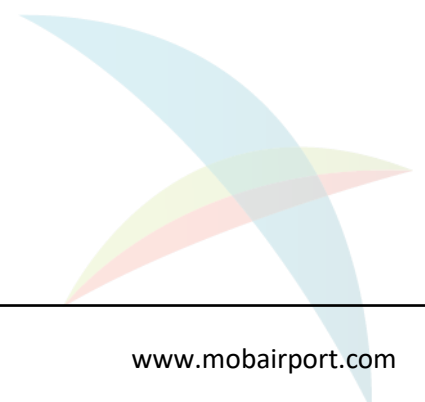


Mobile Airport Authority

The consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Hourly Rate	Hours Worked	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$

VOID



Attachment C

VENDOR DATA FORM

RFQ No. 2023-014

Assessment and Design Services for HVAC Systems at Airbus Engineering

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

TYPE OF APPLICANT: **NEW** **CURRENT VENDOR**

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Email Address: _____

Phone Number: _____

Contact Person for Proposals: _____

Title: _____ Email Address: _____

Business Phone: _____

Is your business: (Check one)

DBE/ACDBE Certified Non-DBE/ACDBE Certified

Signature of Authorized Representative: _____

Representative's Name: _____ Title: _____



Attachment D

**SIGNATURE & ACKNOWLEDGEMENT
AFFIDAVIT FORM**

RFQ No. 2023-014

**Assessment and Design Services for HVAC Systems
at Airbus Engineering**

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned duly authorized representative of the Bidder, understand that the Proposal must be signed by the Bidder or an authorized representative of the Bidder. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the Bidder to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO. _____

ADDENDUM NO. _____

ADDENDUM NO. _____

ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this solicitation, a Prospective Bidder agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Bidder certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
SUBMITTAL ACKNOWLEDGEMENT
<input type="checkbox"/> Prospective Bidder acknowledges proposal includes one (1) complete original and three (3) copies.

Name

Title

Signature

Company Name

() _____
Telephone

Address

City/State/Zip

Attachment E

NON-COLLUSION AFFIDAVIT

The undersigned proposal or agent, being duly sworn on oath, declares that he / she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him / her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to include anyone to refrain from proposing, and that this proposal is made without reference to any other proposals and without any agreement, understanding or combination with any other person in reference to such proposals/bidding.

He / She further states that no person or persons, firms, or corporations, has, have or will receive directly or indirectly, any rebate, fee gift, commission or item of value on account, or in return for such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID/PROPOSAL FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, 20__.

Name of Organization

Signature

Title of Person Signing

THE STATE OF _____
_____ **COUNTY**

I, _____, a Notary Public, hereby certify that _____ whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, A. D. 20__.

Notary Public

Print Name _____

My commission expires: _____



Attachment F

INSURANCE REQUIREMENTS

The company **MUST** agree to insurance requirements as outlined below, as well a complete vendor agreement. Evidence of all required coverage to be furnished in the form of a Certificate of Insurance stating that policy shall not be canceled, changed, allowed to lapse, or allowed to expire without 30 days written notice. The policies shall be endorsed to stipulate that the insurance afforded by the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by MAA shall be excess only. The company shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth.

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 9th Street
Mobile, AL 36615**

Where appropriate, copies of endorsements should be attached to the Certificate of Insurance (COI).

- ** Waiver of Subrogation must be indicated "YES"
- ** "Mobile Airport Authority" must be listed on the bottom left of the COI form
- ** Must specify Mobile Airport Authority as insured
- ** MAA must always keep a current policy on file

The following is a list of the minimum requirements for the Mobile Airport Authority. Please note that each project is different and the minimum insurance requirements may change without notice.

	Commercial General Liability	General Aggregate	Auto Liability	Umbrella	Worker's Compensation
Non-Airside <\$100,000	\$1,000,000	\$2,000,000	\$500,000	\$0	State Law
Non-Airside \$100,001-\$500,000	\$1,000,000	\$2,000,000	\$1,000,000	\$0	State Law
Non-Airside \$500,001-\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000
Non-Airside >\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Service Vendor	\$1,000,000	\$2,000,000	Exposure Dependent	\$0	State Law
Terminal/Non-Airside	\$1,000,000	\$2,000,000	\$1,000,000	\$5,000,000	\$1,000,000
FAA Projects/Airside	\$1,000,000	\$2,000,000	\$1,000,000	\$9,000,000	\$1,000,000

The company shall indemnify, defend, and hold harmless Mobile Airport Authority and its affiliates, and all 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 provided.

Mobile Airport Authority has the right to terminate the contract for non-compliance with insurance requirements.

Waiver of Subrogation

The contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter a pre-loss waiver, or voids coverage because of same, there this Waiver of Subrogation requirement shall not apply and Subcontractor 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.



Mobile Airport Authority

Attachment G

Sample Contract Cover Page
RFQ No. 2023-014
**Assessment and Design Services for HVAC Systems
at Airbus Engineering**

**DO NOT FILL OUT OR SIGN THE ATTACHED
SAMPLE CONTRACT TEMPLATE.**

The attached document is a sample only. The selected bidder will receive a draft copy of the final contract and will be expected to sign it. Therefore, you should review the attached sample contract template in its entirety and make sure that you are able to comply with all terms and conditions.

STATE OF ALABAMA)

MOBILE COUNTY)

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
OWNER AND CONSULTANT

This Contract for Professional Services Between Owner and Consultant (the “Agreement”) is made and entered into this the ___ day of _____, 2023 by and between Mobile Airport Authority, a public corporation organized under the laws of the State of Alabama, hereafter referred to as the “Owner” and [CONSULTANT], a [DESCRIBE BUSINESS ORGANIZATION] firm, hereafter referred to as the “Consultant.”

WITNESSETH:

WHEREAS the Owner desires [insert the desired objective or purpose of this engagement]; and

WHEREAS the Consultant is (i) qualified to order to conduct such _____ in accordance with any and all applicable laws, rules, and regulations, (ii) qualified to conduct business in the State of Alabama, and (iii) desirous of providing certain professional services to the Owner, as provided hereinbelow.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, including the inspection fees to be paid to Consultant hereunder, the parties hereto agree as follows:

1. The Consultant shall furnish, perform and provide to Owner [describe the services to be rendered]. All such Services shall be rendered in compliance with the General Provisions attached hereto.
2. In consideration of Consultant’s satisfactory performance of the Services, the Owner shall pay the Consultant a fee in an amount not to exceed \$XXXXX.XX (the “Service Fee”). The Service Fee shall include any and all expenses, including, but not limited to, salaries, payroll costs, additives, overhead and profit of Consultant. All payments by the Owner to the Consultant shall be in accordance with Section 5 of the General Provisions. The fees for Services required by Owner after said one (1) year period will be subject to renegotiation by the parties.
3. The Consultant will, at its expense, obtain and maintain in full force and effect during the term of this Agreement, errors, and omission insurance with minimum limits of \$ _____ and comprehensive general liability insurance with minimum limits of \$ _____. The Consultant shall comply, at its expense, with all applicable local, state and federal laws or regulations relating to employment, including, without limitation, any and all such laws or regulations in respect to worker’s compensation and unemployment compensation as shall be reasonably satisfactory to Owner. Any and all insurance required of Consultant hereunder shall be primary to any insurance obtained by Owner, if any. Consultant shall provide Owner with certificates evidencing the required coverage which list Owner as an additional named insured and provides such coverage cannot be canceled or altered without providing to Owner at least thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.



Mobile Airport Authority

CONSULTANT:

Witness:

OWNER:

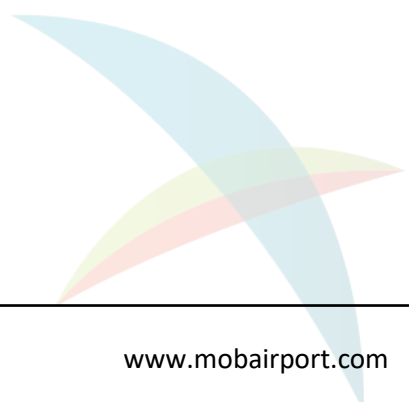
Mobile Airport Authority

Attest:

By: _____

Title: _____

DRAFT



GENERAL PROVISIONS

These General Provisions are attached to and made a part of the Agreement for Professional Services between Owner and Consultant (the “Agreement”) dated ____, 2022, by and between the Mobile Airport Authority, a public corporation organized under the laws of the State of Alabama (“Owner”), and _____, a [describe business organization] “Consultant”).

1. DESCRIPTION OF SERVICES. The Consultant shall furnish, perform, and provide the Services described in the Agreement in conformity with acceptable industry and professional service practices in the State of Alabama and those standards set forth in the [name the applicable professional association/authority/regulator] and the rules and regulations promulgated in association therewith. The purpose of the Services is to determine whether the [insert]

2. RESPONSIBILITIES OF THE OWNER. The Owner shall:

- (a) Provide the Consultant with a list of the Dwellings to be inspected and such other information as Consultant may reasonably request of Owner.
- (b) Designate, at a minimum, one person to act on the Owner’s behalf and respond in a timely manner to submissions by Consultant for approvals and authorizations as appropriate so that work may continue at a normal pace.

3. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE CONSULTANT. The Consultant shall:

- (a) Duties and Responsibilities:
 - (i) As requested by the Owner, assist the Owner in obtaining additional details or information, when required at the job site for proper execution of the Services.
 - (ii) If required by the Owner, attend conferences to advise the Owner of findings.
- (b) Review of Work, Rejection of Defective Work, and Inspection of Work:
 - (i) After the initial inspections are made by Consultant hereunder and in the event defects or inadequacies are discovered and corrected , conduct re-inspections of the corrections thereof shall be made by Consultant, if required by the Owner.
 - (ii) Maintain files of the inspections performed to allow Owner to comply with federal auditing requirements.
 - (iii) The Consultant shall indemnify and hold the Owner harmless from and against any and all claims or demands for injury to persons, including death, and damage to property, arising out of, related to, connected with or caused by the Consultant’s negligent performance acts or omissions in respect to any of the Services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the Owner. The Consultant shall not be responsible for any time delays in the project caused by circumstances beyond the Consultant’s reasonable control.



Mobile Airport Authority

4. SCOPE AND LIMITATIONS OF INSPECTION SERVICES PROVIDED BY CONSULTANT.

- (a) The Services to be provided consist [scope of services to be rendered]

5. METHOD OF PAYMENT. Payments for the satisfactory completion of the Services rendered in connection with the work accomplished herein shall be made within thirty (30) days after presentation by Consultant of an original invoice to the Owner.

6. TERMINATION. This Agreement may be terminated in whole or in part in writing by either party in the event of a material failure by either party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, however, that no such termination may be effected unless the other party is given not less than ten (10) days written notice of intent to terminate and an opportunity for cure of such failure by the defaulting party or consultation within three (3) days with the terminating party prior to termination. Consultant shall have the right to terminate this Agreement in whole or in part on ten (10) days written notice to Owner in the event Consultant ceases operating a home inspection business.

7. PERSONAL SERVICES CONTRACT. This Agreement is a services contract between the Consultant and the Owner. The Consultant acknowledges and agrees that the Owner is relying on Consultant to perform the Services described herein, and the Consultant agrees that no other person, employee, or agent shall perform any of the Services hereunder without the prior written consent of the Owner. The rights and obligations of the Consultant under this Agreement cannot be assigned to any other person or entity and any attempted assignment shall be null and void and of no effect. The Consultant acknowledges and agrees that the Consultant will not employ any agents or employees to perform any part of the Services hereunder unless and until the Owner consents to the same in writing and Consultant obtains and provides the Owner with evidence of worker's compensation insurance as required by law.