

MOBILE AIRPORT AUTHORITY



REQUEST FOR QUALIFICATIONS (RFQ) 2019-006

PROFESSIONAL ARCHITECTURAL & ENGINEERING (A/E) CONSULTANT SERVICES

MOBILE AIRPORT AUTHORITY

August 19, 2019

The Mobile Airport Authority, Brookley Field, Mobile, Alabama (“MAA”) is seeking proposals from qualified design professionals to provide Architectural and Engineering (A/E) Consultant Services engineering due date October 10, 2019 at 2:00 p.m.

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GENERAL INFORMATION

Statements of Qualifications will be received by the Mobile Airport Authority (MAA), Attn: Russell Stallings, 1891 Ninth Street, Mobile AL 36615, until 2:00 PM (local time) on October 10, 2019, to provide Architectural and Engineering (A/E) Consultant Services associated with Capital Improvement Programs and related projects for the Mobile Regional Airport and Mobile Downtown Airport. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Alabama Department of Transportation.

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One (1) USB Flash Drive containing a copy of the complete original response in Adobe PDF format including the Statement of Qualifications and all required supplemental material or attachments required herein) must be submitted in a sealed package. The package must be labeled to read: "**RFO 2019-006**, Architectural / Engineering Consultant Services, (**Date**) (local time)," and must be addressed and delivered to MAA, Attn: Russell Stallings, 1891 Ninth Street, Mobile, Alabama 36615. MAA Reserves the right to award this solicitation, in its sole discretion, to one or more Respondents. Following the selection of the best qualified Respondent(s) and subsequent negotiations, work will be ordered against the award contract(s) by individually priced Purchase Orders.

Each Statement of Qualifications package submitted should clearly show the Respondent's company name on the outside. Facsimile Bids will not be accepted. Subject to MAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, a late submission, as determined by MAA's official bid clock, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its submission is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. This solicitation does not commit MAA to paying costs or expenses of any kind incurred by the various Respondents during Statement of Qualifications preparation, submittal or presentation, if any.

A pre-submission conference will be held **September 18**, at 2:00 PM (local time) in the MAA Administration Building, Conference Room, 1891 9th Street, Mobile, AL 36615, after which time all questions must be submitted in writing and addressed to the MAA, Attn: Russell Stallings, and may be transmitted via e-mail to russell@mobairport.com on or before **September 25, 2019**.

Key project participants include the following:

- 1. PROJECT OWNER: Chris Curry, President**
- 2. OWNER'S DIRECTOR OF PLANNING & DEVELOPMENT: Izzy Bonilla, V.P Operations**
- 3. OWNER'S A/E CONSULTANT SERVICES CONTRACT MANAGER: Russell Stallings**
- 4. DBE UTILIZATION AND COMPLIANCE: Jason Wilson, Business Development Director**

MAA has established a Disadvantaged Business Enterprise or DBE program goal of 15%, which shall be considered as one of several specified selection criteria.

In addition to the Capital Improvement Program, MAA has a continuing requirement to: (i) develop and provide to leaseholders and potential leaseholders sufficient facilities, utilities, roadways, taxiways, etc.; (ii) meet regulatory requirements of various governmental agencies that require specialized expertise; and (iii) address occasional requirements for extension of staff. These requirements are not included in the Capital Improvement Program but are addressed as the need arises. The Capital Improvement Program is updated on a yearly basis, and projects may be added to or deleted there from at MAA's sole discretion.

The term of any contract award resulting from this solicitation will be an initial three-year period, with MAA's discretion to exercise renewal options of up to an additional two years.

Prior to a contract award, the successful Respondent(s) shall provide proof of insurance acceptable to MAA for General Liability, Automobile Liability, Worker's Compensation and Employer's Liability and Architects/Engineers Professional Liability for the scope of services contemplated by this solicitation.

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INSTRUCTIONS TO RESPONDENTS

PUBLIC MEETING REQUIREMENTS

MAA is required to comply with Statutes §36.25A.1-36.25A.11 of the Code of Alabama (Alabama Open Meetings Act). Therefore, certain types of evaluation meetings and meetings of the MAA Awards Committee or the MAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at the MAA Administration Building, 1891 9th Street, Mobile, AL 36615, and Mobile Regional Airport, 8400 Airport Blvd., Mobile, AL 36695.

RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATIONS

MAA will receive Statements of Qualifications for this solicitation until October 10, 2019 2:00 PM (local time) for the purpose of selecting a company to provide Architectural / Engineering Consultant Services (the "Scope of Services"). The Statements of Qualifications will be publicly opened at MAA Administration Building, 1891 9th Street, Mobile, AL 36615, at the previously mentioned time and date.

PUBLIC RECORDS REQUIREMENTS

MAA is required to comply with Statutes §36.12.40-41 & 41.13.1-41.13.44 of the Code of Alabama. Depending on the type of project for which Statements of Qualifications are requested, the items read at the opening will vary. Sealed Statements of Qualifications are not public records subject to mandatory disclosure under the Alabama Public Records Law until such time as MAA provides notice of a decision or intended decision to award the contract or 30 days after opening, whichever is earlier. All parts of Statements of Qualifications, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Proposal unless specifically exempted from disclosure by Alabama Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

REQUESTS FOR RESULTS OR AWARD OF CONTRACT

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within MAA's possession may be made or obtained by contacting MAA at (251) 438-7334 and made available within a reasonable time consistent with the requirements of Alabama Statutes. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

CONTACT WITH MAA STAFF

From the time of receipt or publication of this solicitation, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with MAA through MAA's Procurement Supervisor or the assigned Buyer hereto. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of MAA's Procurement Department, Procurement will direct the question or comment to the appropriate person or authority. Other than as permitted herein, respondents to this solicitation may not contact MAA's executives and staff, award or evaluation committee members, Board of Directors, or those representing MAA's interests in this solicitation for the purpose of discussing the same. Violation of this provision may result in statement of qualification rejection and/or respondent debarment.

ADDENDUM CHANGES WHILE BIDDING

No interpretation of the meaning of any part of the RFQ or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections **MUST** be in submitted in writing and addressed to MAA, Attn: Russell Stallings at Russell@Mobairport.com **September 25, 2019, 2:00 PM** (local time).

All such interpretations and supplemental instructions will be in the form of a written Addendum to the RFQ documents, which, if issued, will be posted on the MAA website, www.mobairport.com. However, it is the responsibility of each Respondent, prior to submitting its Qualifications, to contact MAA at: (251) 438-7334 to determine if any Addendum was issued and to make such Addendum a part of its Submittal. In case any Respondent fails to acknowledge receipt of any such Addendum in the space provided on the Submittal Form, its Submittal will nevertheless be construed as though the Addendum has been received and acknowledged. Only the interpretations or corrections so given by MAA in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ Documents.

PREPARATION OF STATEMENT OF QUALIFICATIONS

It is expected that all statements submitted shall be prepared in an 8-1/2" x 11" format and make minimum use of "off the shelf" pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to 20 one-sided pages with no exceptions (cover letters, tabs, financial statements, etc. will not count toward the 20-page limit). The submittal must identify this RFQ on the cover by title and number.

If the Statement of Qualifications is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Statement of Qualifications as principal. If the Statement of Qualifications is made by a firm, partnership or joint venture, the name and address of each member of the firm, partnership or joint venture must be stated. If the Statement of Qualifications is made by a corporation, the Statement of Qualifications must be signed by an authorized officer or agent subscribing the name of the corporation with his or her own name. **FAILURE TO SIGN YOUR STATEMENT OF QUALIFICATIONS WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE STATEMENT OF QUALIFICATIONS.** Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of the State of the State of Alabama for doing business in the State of Alabama.

REJECTIONS OF IRREGULAR STATEMENTS OF QUALIFICATIONS

MAA reserves the right to accept or reject any or all Statements of Qualifications in whole or in part. Subject to the exercise of MAA's discretion to waive minor irregularities, Statements of Qualifications will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. MAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

CONFLICT OF INTEREST CERTIFICATE

All Respondents must execute and submit the Conflict of Interest Certificate (*Appendix 3*) with its Statement of Qualifications.

PROTEST PROCEDURES

Any Respondent adversely affected during this RFQ solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the MAA, Attn: Russell Stallings, 1891 Ninth Street, Mobile, Alabama 36615. A proper notice of protest may be timely filed in writing pursuant to MAA's Protest Procedures.

NON-DISCRIMINATION PROVISIONS

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

SUB-CONSULTANTS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify MAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by MAA. The Respondent is as fully responsible to MAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and MAA. MAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

RESPONSIBILITY FOR BADGING AND SECURITY

A MAA security badge is currently required. MAA does not guarantee that the successful Respondent and its staff assigned to manage the MAA account will not be required to obtain a security badge throughout the duration of the contract term.

If required, all employees/subcontractors/independent operators of the Respondent assigned to manage the MAA's account, must obtain a MAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 10-year employment history and background check, issuance and wearing of security badges. Any fines incurred by MAA for violations of any FAA or TSA regulations by Respondent employees will be charged to the Respondent,

and if not promptly paid by the Respondent may result in termination of the Contract. A copy of the current MAA Security Application and Certificate Official Signature, which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge is attached for reference, **Appendix 4**. Any employee of the Respondent found by MAA to have been issued a security badge in violation of TSA guidelines will be required to immediately surrender their badge and be removed from MAA property.

In addition to all MAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:

- (1) No illegal guns, knives or other weapons are allowed on MAA premises.
- (2) No drugs or other prohibited substances, including alcohol, are allowed on MAA premises.
- (3) All building regulations concerning smoking.

The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on MAA property at the sole discretion of MAA. This is for the protection of users of the Airport.

COMPENSATION

Compensation **will** be paid in accordance with the Respondent's quotation price submitted on the Proposal Form and accepted by MAA, subject to post quotation negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to MAA, Attn: Accounts Payable, 1891 9th Street, Mobile, AL 36615. Invoices will be processed in accordance with normal MAA procedures, which is 30 days' net after receipt of an approved invoice. MAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

FEDERAL REQUIREMENTS

The projects which are contracted for may be funded under the provisions of the Airport and Airway Safety Capacity Act of 1987. Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

- 1) Buy American Preference
- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Government-wide Debarment and Suspension
- 6) Government-wide Requirements for Drug-free Workplace

Civil Rights General.

The contractor/consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor/consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **MOBILE AIRPORT AUTHORITY**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders/respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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SUMMARY OF SERVICES REQUIRED A/E CONSULTANT SERVICES

The successful A/E firm shall provide, at a minimum, the aviation related professional, technical and clerical expertise to manage MAA, Federal Aviation Administration (FAA) and Alabama Department of Transportation (ALDOT) funded airport design and construction. In accomplishing this objective, the Firm shall have personnel assigned to each project that have significant work experience in the following areas:

1. ARCHITECT/ENGINEER SERVICES FOR AIRPORT DEVELOPMENT PROJECTS.

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic which are discussed in item No. 3 below. The basic services are usually conducted in four distinct and sequential phases summarized as follows:

a. **PRELIMINARY PHASE.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:

- (1) Conferring with owners and sponsors on project requirements, budget preparation, finances, schedules and other pertinent matters and meeting with FAA, ALDOT and other concerned agencies and parties on matters affecting the project.
- (2) Planning, procuring, and/or preparing necessary surveys, permits, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design.
- (3) Developing design schematics, sketches, environmental and aesthetic considerations, preliminary layouts, cost estimates and project recommendations.
- (4) Environmental compliance, reporting, planning and cleanup supervision.

b. **DESIGN PHASE.** This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:

- (1) Coordinating and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- (2) Preparing necessary engineering reports and recommendations.
- (3) Preparing detailed plans, specifications and cost estimates.
- (4) Printing and distributing necessary copies of contract drawings and specifications.
- (5) Environmental and construction permitting.

c. **BIDDING OR NEGOTIATION PHASE.** These activities involve assisting MAA in advertising, securing and recording bids, negotiating for services, analyzing bid results and furnishing recommendations on the award of contracts.

d. **CONSTRUCTION PHASE.** This phase includes all basic services rendered after award of a construction contract including, but not limited to, the following activities:

- (1) Providing consultation and advice to the Owner during all phases of construction.
- (2) Participating in pre-construction conferences.
- (3) Inspecting and testing work in progress periodically and providing appropriate reports to the Owner.
- (4) Reviewing and approving shop drawings, product submittals, Requests for Information (RFIs), etc. submitted by the Contractor for compliance with the contract documents.
- (5) Reviewing, analyzing, and approving laboratory and mill test reports of material and equipment.
- (6) Reviewing change orders and supplemental agreements.
- (7) Observing or reviewing performance tests required by the specifications.
- (8) Reviewing Contractor's invoices and assisting the Owner in the preparation of payment requests for amounts reimbursable from project grants.
- (9) Making final inspection and preparing all project closeout documents for the Owner.
- (10) Preparation of as-built / as-constructed drawings using CADD and providing CADD drawings and electronic files for each project.
- (11) Providing all testing and evaluation services which may be required through a wide range of construction projects.
- (12) Provide construction administration, management and inspection services when requested on a project by project basis.

2. **CONTRACT ADMINISTRATIVE SERVICES.** This includes all services necessary for the efficient and effective management of each project including those required as a result of FAA and ALDOT funding. These services shall include the establishment and implementation of procedures for all submittals, change authorizations, Contractor payments, construction management, preparation of quality control plans, and all required contingent documentation, appropriate logs, daily reports and progress schedules and specific procedures for the coordination of information between the Contractor, the design professional and the Owner.

3. **SPECIAL SERVICES.** The development of some projects may involve activities or studies outside of the scope of the basic design services, routinely performed by the consultant. These services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the Owner to implement one or more phases of the project or may be employed by the principal consultant via subcontract agreement, or may be accomplished by the principal consultant. Some examples of special services that might be required for airport projects include:

- a. Soils investigation, including core sampling, laboratory testing, related analysis, and reports.
- b. Detailed mill, shop and/or laboratory inspections of materials and equipment.

- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Resident project representation/inspection.
- g. Environmental studies and assessment reports for specific development projects.
- h. Expert witness testimony in litigation involving specific projects.
- i. Project feasibility studies.
- j. Public information activities, studies, and surveys.
- k. Assisting the Owner in the preparation of necessary applications for local, state, and Federal grants.
- l. Preparation of or updating the airport layout plan.
- m. Preparation of property maps.
- n. Perform investigations, remediation and/or prepare reports required by various federal, state and/or local regulatory agencies supporting the Airport's compliance efforts for surface water, ground water, wetlands, fuel storage tanks, and other environmental issues.

4. AVIATION PLANNING SERVICES:

This category includes studies under the broad heading of airport facility planning. These studies normally include a number of activities including but not limited to:

- a. Studies to establish Airport Capital Improvement Programs.
- b. Data collection and site investigation.
- c. Environmental assessment studies, reports, and other environmental related studies.
- d. Compatible land-use planning in the vicinity of airports.
- e. Cost estimates.
- f. Participation in public information programs and/ or public hearings related to airport development and expansion projects.
- g. Assistance with land development projects undertaken by either MAA or private developer

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FORMAT FOR STATEMENT OF QUALIFICATIONS

FIRMS SUBMITTING A QUALIFICATION STATEMENT IN RESPONSE TO THIS SOLICITATION SHOULD BE COMPLETELY AWARE THAT, IF SELECTED, THEY MAY BE DEEMED INELIGIBLE TO PARTICIPATE IN ANY OTHER A/E SERVICES CONTRACTS AWARDED BY THE MOBILE AIRPORT AUTHORITY DUE TO A POSSIBILITY OF A CONFLICT OF INTEREST.

A statement to the effect that the Respondent understands the preceding statement must be placed on the first page of the Statement of Qualifications.

It is expected that all statements submitted shall be prepared in an 8-1/2" x 11" format and make minimum use of "off the shelf" pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to 20 one-sided pages with no exceptions (cover letters, tabs, financial statements, etc. will not count toward the 20-page limit). The submittal must identify this RFQ on the cover by title and number.

The Statement of Qualifications shall be organized as follows:

SECTION 1: General Corporate Overview and Capabilities

The Firm expressing a desire to provide the requested services shall present an overview of its structure. This information should include a description of the overall corporate organization (including sub-consultants) and the relation of the office proposing the work to the overall organization. This information should also identify qualifications in terms of general corporate experience, general workload of the firm and experience in projects of similar size and scope.

Firms shall describe those particular capabilities that his or her firm has that will facilitate accomplishment of the assignment, especially those capabilities relating to aviation. The Respondent shall identify items of originality or specific capability that would promote the orderly progression and successful completion of the various planning and/or design projects.

A current, audited financial statement (Prime Consultant only) shall be included with the submission.

SECTION 2: Project Organization and Staffing

This section should describe/depict the Firm's organizational plan, including responsibility for major design disciplines, e.g., civil, structural, mechanical, electrical, architectural, etc. The relationship between individuals should be clearly indicated.

The role and scope of both managerial and technical functions, by name of the individual performing the function, must be clearly identified. This should be done whether or not the individual is a staff member of the Firm or sub-consultant. The purpose of this requirement is to clearly identify the technical capability that exists within the Respondent's regular staff and the extent that the Respondent must rely on the services of outside technical assistance.

In addition, this section should contain a resume of the professional qualifications of key individuals of the proposed project team whose contribution is considered by the Respondent as essential to the successful completion of the assignment. Respondents are cautioned to include only those individuals that would make a significant contribution to the project if the firm is selected.

SECTION 3: Progress, Quality Assurance and Cost Control

This section shall detail in a clear and concise manner the Respondent's administrative procedures that will be used to assure the accuracy, timeliness and cost effectiveness of all work produced by the Respondent. This section shall include specific examples of procedures and/or methods that have been used in the past and would be applicable to this assignment. This section shall also address, but not be limited to, each of the following concerns:

- a. Methods utilized to determine the required scope of services to complete the assignment and minimize the necessity for changes or additional work.

- b. Coordination of the work effort of the various disciplines and/or sub-consultants required to complete the assignments.
- c. Procedures/techniques utilized to ensure the accuracy and completeness of construction documents.
- d. Methods utilized to maintain control over costs and periodically report a realistic, detailed summary of the technical and financial status of the assignment.
- e. Methods used to control the quality of all deliverables and assure that all applicable Federal, State and/or Local regulations, codes or ordinances are satisfied.
- f. Methods the Respondent uses to respond in a timely and accurate manner to the inquiries of the MAA, regulatory agencies and/or others with a legitimate interest in the project.
- g. Methods to assure appropriate staffing levels over the anticipated life of the assignment.

SECTION 4: Disadvantaged and Local Small Business Opportunity Goals

This section is intended to allow the Respondent an opportunity to discuss its past and present demonstrated commitment to small and minority businesses and contributions toward a diverse market place. More specifically, the Respondent is asked to state its:

- (i) past efforts to mentor, train and otherwise demonstrate a commitment to the growth and development of the small and minority business community; and
- (ii) present intentions to mentor, train, and include Disadvantaged Business Enterprises (DBE) in the scopes of work that are contemplated by and that will result from this solicitation.

A Disadvantaged Business Enterprise shall be defined as a business firm satisfying the requirements of 49 CFR Part 26, as amended. It is the official policy of the Authority to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. The Authority is also fully committed to the implementation of these rules and regulations through its approved DBE program. The DBE participation goal established for this contract is 15%; nevertheless, the Respondent is encouraged to consider this goal as a floor and not a ceiling, as points will be awarded accordingly.

Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on MAA projects or contracts must be duly certified by a member of the Alabama Unified Certification Program (AUCP) and be listed in the UCP DBE Directory of firms, access to which may be obtained by visiting:

<http://www3b.dot.state.al.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Any DBE firm not duly certified by a AUCP certifying member by proposal closing date may not be used to meet the disadvantaged business participation requirements of the MAA. All Respondents participating in this project are hereby notified that the failure to fully comply with their proposed DBE participation percentages will constitute a breach of the contract resulting here from and may result in the termination of the contract or such other remedy as deemed appropriate by MAA.

Respondent should highlight company efforts to encourage DBE and Local Small Businesses to participate in projects, including such items as mentoring or outreach programs or similar programs in which the Respondent engages.

SECTION 5: Location

This section requires the Respondent to list the location of the Prime Consultant's and all Sub-Consultants' offices, number of employees and years in business at these locations.

SECTION 6: References

This section requires the Respondent to list all projects accomplished over the last five (5) years generally comparable in size and scope to the projects and services contemplated herein.

This listing should include the project owner, project name and general description, name of the Respondent's Project Manager, description of services provided, and name and telephone number of a contact that would allow verification of satisfactory performance. References that validate the skills of the proposed Project Manager are particularly important.

Respondents should include pertinent letters of reference, if available.

SECTION 7: Previous MAA Contract Awards

This section requires the Respondent to list all contracts over the last five (5) years awarded to the Respondent by MAA, including project name, award date, completion date and final professional services contract value. Individual assignments awarded as part of continuing services contracts should be listed separately. In the event of a tie between two or more firms, the firm(s) with the lower contract value awarded by MAA will be selected.

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EVALUATION OF SUBMITTALS

Upon receipt of submittals, MAA will conduct a review to assure that each submittal is generally responsive to the published criteria. Submittals deemed non-responsive will be returned to the Respondent with a brief explanation of the reason for the rejection.

Following this screening, an Evaluation Committee will convene. The Committee will evaluate and rank each submittal based on the information requested in Sections 1 through 7 of the FORMAT FOR STATEMENT OF QUALIFICATIONS. The points available for each Section are as follows:

SECTION 1: <u>General Corporate Overview and Capabilities</u>	25-Points Max
SECTION 2: <u>Project Organization and Staffing</u>	25-Points Max
SECTION 3: <u>Progress, Quality Assurance and Cost Control</u>	25-Points Max
SECTION 4: <u>Disadvantaged Goals</u>	20-Points Max
SECTION 5: <u>Location</u>	5-Points Max
SECTION 6: <u>References</u>	10-Points Max <u>Tie-</u>
SECTION 7: <u>Previous MAA Contract Awards Total:</u>	<u>Breaker</u>
	110-Points Max

After evaluation of the written Statements of Qualifications, selected Firms may be more closely considered through a presentation of their approach to perform the required services.

MAA reserves the right to reject any and all submissions to the RFQ, request clarification, and waive informalities/technicalities, if deemed in its best interest. MAA assumes no responsibility for costs incurred in responding to the RFQ.

PRESENTATIONS (OPTIONAL, 20 POINTS TOTAL):

After the firms have been evaluated based on their written Statement of Qualifications, proposers may be more closely considered through a presentation of their approach to perform this particular project. Time will be allowed for questions and answers after the presentation. If the MAA elects to have presentations, the selected firms will be advised of the items to be addressed and associated points prior to the presentation. MAA will provide the agenda and the point allocation in advance of the presentation meetings. As previously stated, this RFQ does not commit MAA to pay costs or expenses of any kind incurred by the various Proposers during proposal preparation, submittal or presentations, if any. The presentation date and time, if applicable, will be scheduled at the convenience of MAA.

CONTRACT

The selected firm must execute a contract with MAA that will include, but not necessarily be limited to, a defined scope and period of service, insurance including professional liability, penalties for non-- performance, and standard authority covenants. Pursuant to 10 US Code §2306a, this represents a statement of public notice that any plans, specifications, or related design documents that result from this solicitation are intended to be reused at some future time should the opportunity present itself. As required by Alabama Statutes, any contract issued pursuant to this RFQ shall contain the following requirements:

Contingent fees prohibited: Each contract entered into for professional services shall contain a prohibition against contingent fees as follows:

The person or entity providing the professional services required hereunder (as applicable) warrants that it has not employed or retained a company or person, other than a bona fide employee working solely for the person or entity providing the professional services required hereunder, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the person providing the professional services required hereunder any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the MAA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of the fee, commission, percentage, gift or consideration.

NOTES

No cost data of any kind shall be included in the Consultant's Statement of Qualifications package.

Cost factors will be considered only during the negotiation phase and these costs may be subject to State and Federal Audit for reasonableness. If a satisfactory scope of service or fee cannot be negotiated, the Authority will terminate the negotiations and proceed to negotiate with the next highest ranked Consultant. Both the detailed scope and fee for services shall be subject to the approval of the Federal Aviation Administration and the Alabama Department of Transportation.

Qualifications packages that include cost data shall be considered non-responsive. Costs and fees shall not be presented until a negotiation has been announced at which time fee negotiations will require a detailed estimate and itemization of all costs that will be incurred in accomplishing the assignment. Only costs consistent with the Federal cost principles contained in Title 41, Code of Federal Regulations (CFR), Subparts 1-15.2 and 1-15.4 and, to the extent applicable, allowed by the Federal Aviation Administration and Alabama Department of Transportation shall be used. These costs will be itemized in the following categories:

- a. **Direct Salary Costs.** This includes the direct salary cost of all professional, technical and/or clerical employees directly engaged in the assignment.
- b. **Overhead Costs.** This includes the established overhead on direct salary costs and general and administrative overhead.
- c. **Direct Non-Salary Expenses.** This includes non-salary costs that are directly required to accomplish the project. The costs of all sub-consultants shall be detailed in a manner similar to that required of the Respondent.
- d. **Fixed Payment.** A negotiated percentage of the estimated direct salary cost of the Respondent including overhead, but excluding direct non-salary costs shall be applied to determine payment for profit, willingness to serve and assumption of responsibility.

A/E CONSULTANT SERVICES SELECTION SCHEDULE

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One (1) USB Flash Drive containing a copy of the complete original response in Adobe PDF format (including the Statement of Qualifications and all required supplemental material or attachments required herein) must be submitted in a sealed package. The package must be labeled to read: "RFQ 2019-006, Architectural / Engineering Consultant Services, (Date), 2:00 PM (local time)," and must be addressed and delivered to MAA, Attn: Russell Stallings, 1891 Ninth Street, Mobile, AL 36615.

The anticipated schedule for this solicitation is as follows:

Event	Date
Post RFQ / Start Advertisement	Monday August 19, 2019
Site Visit	Wednesday September 18, 2019 / 2PM
Deadline for Questions / Inquiries	Wednesday September 25, 2019 / 2PM
Responses to Questions / Inquiries	Wednesday October 02, 2019
RFQ Due Date/Time (Deadline)	October 10, 2019 / 2PM
Selection Committee Complete Evaluation	Wednesday October 23, 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	Wednesday October 30, 2019
Anticipated Award	TBD

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APPENDIX 1

INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Any Contract resulting from RFQ No. 2019-006 will include the following provisions:

To the fullest extent permitted by law, the Respondent agrees to indemnify, defend and hold harmless MAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Respondent's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent's Subcontractor(s) or anyone directly or indirectly employed or hired by Respondent, or anyone for whose acts Respondent may be liable. MAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder.

INSURANCE

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as MAA's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this contract.

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 9th 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, then 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.

Right to Revise or Reject: MAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/ specifications affecting the applicability of coverage. Additionally, MAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

APPENDIX 2

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

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APPENDIX 3

CONFLICT OF INTEREST CERTIFICATE

Respondent must execute either Section I or Section II hereunder relative to Code of Alabama Title 36. Public Officers and Employees §36.25.1. Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of MAA requiring the goods or services described in these specifications has any financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address City,

State, Zip Code

SECTION II

I hereby certify that the following named MAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with MAA President Office, 1891 Ninth Street, Mobile, AL 36615, prior to the time of proposal opening.

Name	Title or Position	Date of Filing
_____	_____	_____

Signature

Company Name

Name of Official (type or print)

Business Address City,

State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

MAA requires that a public official who has a financial interest in a proposal, proposal or contract make a disclosure at the time that the proposal, proposal or contract is submitted or at the time that the public official acquires a financial interest in the proposal, proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

APPENDIX 4

MAA SECURITY APPLICATION AND CERTIFICATION OFFICIAL SIGNATURE

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