



**Mobile Airport  
Authority**

**REQUEST FOR PROPOSALS (RFP)**

**RFP No. 2023-015**

**Parking Lot Rehab  
at Airbus Engineering**

**Date Posted: October 10, 2023**

**Proposal Due: October 31, 2023**

Rita L. Barren, Procurement Officer

[rbarren@mobairport.com](mailto:rbarren@mobairport.com)

10/10/2023

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**REQUEST FOR PROPOSALS**  
**RFP No. 2023-015**  
**Parking Lot Rehab at Airbus Engineering**

The Mobile Airport Authority (hereinafter referred to as the "MAA") is requesting proposals from qualified contractors to rehab the parking lot of Airbus Engineering located at 1801 S Broad Street within the Brookley Aeroplex by removing and replacing the asphalt lot and striping of the lot.

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 Parking Lot Rehab at Airbus Engineering and the due date. Proposals will be opened publicly.

The Request for Proposals (RFP No. 2023-015) 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 31, 2023**. Any RFP received after this closing time will be returned unopened.

**A Pre-Proposal Meeting will be held on October 23, 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.

## **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 October 25, 2023**.

Emailed to: [russell@mobairport.com](mailto: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](http://www.mobileairportauthority.com). Vendors are responsible for checking Mobile Airport Authority website for any addendum.

## **II. 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 31, 2023 @ 2:00 pm**  
**Project Name: Parking Lot Rehab at Airbus Engineering**  
**RFP No. 2023-015 / 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.

## **III. PROJECT DESCRIPTION & OVERVIEW:**

The project consists of the complete rehabilitation of the parking lot area at Airbus Engineering located at 1801 S. Broad Street Mobile, AL 36615.

## **IV. PURPOSE OF RFP**

The purpose for this Request for Qualifications ("RFP") is to solicit statements of qualifications and proposals from interested and qualified Contractors to establish a contract for the Parking Lot Rehab 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.

## V. SCHEDULE OF EVENTS

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

Release of RFP	October 10, 2023
Pre-Proposal Meeting (Non-Mandatory)	October 23, 2023, at 2:00 p.m.
Deadline for Written Questions	October 25, 2023, by 5:00 p.m.
Responses to Questions Posted on Web	October 27, 2023, by 5:00 p.m.
Proposals are Due	October 31, 2023, at 2:00 p.m.

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

## VI. SCOPE OF SERVICES

1. The Scope of Work shall include, but is not limited to, the furnishing of all labor, material, equipment, licensing, and insurance to perform asphalt resealing and restriping as laid out in this RFP, including any necessary permits, Inspections pertinent to the RFP, all site prep work, and so forth. This list is not inclusive of all post orders and may be revised/amended after the contract is awarded. Any changes will be communicated in writing. The selected, successful bidder to this RFP will be expected to provide the following services:
2. The Contractor shall inspect the project area to identify any discrepancies or issues that will affect work progress. Any discrepancies must be noted on Attachment D of this RFP. Tack and striping material and method of application shall be placed in such a manner as to be free from any defects. The Contractor shall warranty said work to be free of manufacturer or application defects for a period of 180 Days.
3. The Contractor shall utilize Industry Standard materials to apply a tack coat seal to the entirety of the parking lot. It shall be the Contractor's responsibility to determine the square footage for their bid (roughly 78,000 SF).
4. The Contractor shall repaint and restripe any lines for parking spaces, traffic patterns, walkways, ADA compliance, and any other driveway or parking lot markings.
5. The Contractor shall provide all necessary cones and or barricades to prevent traffic from accessing restricted sections under construction.
6. The Contractor shall coordinate daily work with MAA & Tenant so that both the tenant's employees and the Contractor are not impeding one another.
7. The Contractor shall clean all associated areas each day and shall return all associated properties to original condition upon project completion.
8. The Contractor shall utilize means to protect MAA or Tenant property from any damaging effects. Any damage incurred shall be the responsibility of the Contractor to repair it in no more than 5 business days.
9. The Contractor will store equipment and material in an approved location so as not to affect daily business. All material and equipment must be removed

from MAA property within 3 business days of project completion. The contractor will be responsible for providing and maintaining any dumpster services needed.

10.A Final Walkthrough and Punchlist shall be conducted by the contractor and MAA upon project completion. The contractor shall have 5 calendar days to resolve any associated punch list items noted. Upon successful punch list completion, the Contractor may invoice MAA for payment. MAA is Net 30. No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified with the State of Alabama.

1. The Contractor shall itemize their bid pricing per the RFP. MAA reserves the right to eliminate individual quoted line items at or before the time of service, at which point, said price shall be eliminated from the invoice. MAA reserves the right to cancel the contract in full. Upon such termination, Contractor will be paid for Services already rendered through the effective date of termination.
2. The Contractor shall provide MAA with verification of Licensing to perform associated work in the City of Mobile Alabama, including Electrical licensing or Subcontractor Electrical licensing.
3. The Contractor shall provide MAA with verification of insurance as outlined within the RFP to operate on MAA property.
4. The Contractor shall provide MAA, in their bid, a Plan of Action with the Paint, Insulation, and any other associated material type and specification sheets for review.
5. The Contractor shall ensure that its technicians providing services to MAA possess a valid driver's license and shall be appropriately dressed and shall conduct themselves professionally.
6. The Contractor shall provide MAA with a hard schedule of work within 5 business days of Notice of Intent to Award. Work shall commence within 5 business days of issuance of Notice to Proceed (Pending Board Approval). Once commenced, work shall continue through until completion, in accordance with the approved schedule. Note: Schedule to be approved by MAA and coordinated with MAA and the Tenant. Project duration shall be no more than 60 Calendar days from start to completion, unless otherwise agreed upon in writing by MAA.
7. The Contractor work shall take place on MON-FRI 7am-4pm, as coordinated with MAA and the tenant. The contractor shall ensure no damage to MAA or tenant property. Any damage shall be the sole responsibility of the contractor to fully rectify within 10 business days.
8. The Contractor will be given contact points for service visits and will need to inform MAA 24hrs in advance of a schedule change.

The Owner reserves the right to defer award of the Contract for a period of 120 days after the date of opening bids or to reject any or all bids.

## **VII. PROPOSAL FORMAT GUIDELINES**

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

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. 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.

**D. 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.

**E. 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.

**F. 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.

**G. 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 A – Bid Form**

**Attachment B - Contractor Vendor Data Form**

**Attachment C - Signature & Acknowledgement Affidavit Form**

**Attachment D - Non-Collusion Affidavit**



## **VIII. 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 31, 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 31, 2023 @ 2:00 pm**

**Project Name: Parking Lot Rehab at Airbus Engineering**

**RFP No. 2023-015 / Proposer's Name & License #**

### **E. Inquiries**

Questions about this RFP must be directed in writing, via e-mail to: Russell Stallings, Project Manager at [russell@mobairport.com](mailto: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 October 25, 2023. MAA reserves the right not to answer all questions.

From the date that this RFP 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 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 or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP 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.

**IX. 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.

Criteria Description	Max Point
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Alabama.	20
Resources and Availability	20
Client References and Past Performance	20
Prices Proposed	20
<b>Total Points:</b>	<b>100</b>

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 submission being rejected. Unless otherwise stated or required by the instructions, all attachments and/or embellishments other than those required in the RFP 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.

## **X. 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. MAA may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. 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

November 6, 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.

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.

## **XI. 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.

## **XII. 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.

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.

### **XIII. 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.

### **XIV. 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.

## **XV. 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 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](mailto:RBarren@MOBAirport.com) regarding procedural and proposal format matters.

## **XVI. ATTACHMENTS**

- Attachment A – Bid Form
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# **Attachment A**

## **BID FORM**

**Bid Opening, October 31, 2023 @ 2:00 p.m.**

**RFP No. 2023-015**

### **Parking Lot Rehab at Airbus Engineering**

***THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE***

**Milling Resurfacing & Restriping Parking Lot Rehab**

Line No.	Description	Unit	Qty	Unit Price	Total Price
1	High Intensity Mineral Bond (Zone 1 - 7)	SY			
2	Restriping of Parking Area (Zone 1 - 7)	LS			
3	Crack Sealing - Hot Pour	LF			
4	Mastic Pavement Repair	LF			
<b>Total Bid:</b>					<b>\$</b>

**Option No. 1**

Line No.	Description	Unit	Qty	Unit Price	Total Price
5	Mobilization (5%)	%	1		

<b>GRANT TOTAL:</b>					<b>\$</b>
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**NOTES:**

1. All items quantities are approximate and shall be verified by contractor prior to bidding.
2. ALDOT standards shall apply to all work
3. All improved asphalt areas with existing asphalt paint shall be reapplied with paint striping to match exist layout with two coats of Asphalt paint.
4. See project special conditions for additional details.

\_\_\_\_\_  
**Submitted by:**

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**License No.**

**Attachment B**

**VENDOR DATA FORM**  
**RFP No. 2023-015**  
**Parking Lot Rehab**  
**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 C**

**SIGNATURE & ACKNOWLEDGEMENT  
AFFIDAVIT FORM  
RFP No. 2023-015  
Parking Lot Rehab  
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. \_\_\_\_\_

<b>ILLEGAL IMMIGRANT CONFIRMATION</b>
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.
<b>SUBMITTAL ACKNOWLEDGEMENT</b>
<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 D**

**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 E**

### **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 9<sup>th</sup> 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.

**Attachment F**

**Sample Contract Cover Page**  
**RFP No. 2023-015**  
**Parking Lot Rehab 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 \$XXXXXX.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.

**CONSULTANT:**

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OWNER:**

Mobile Airport Authority

Attest:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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## 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.

**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.