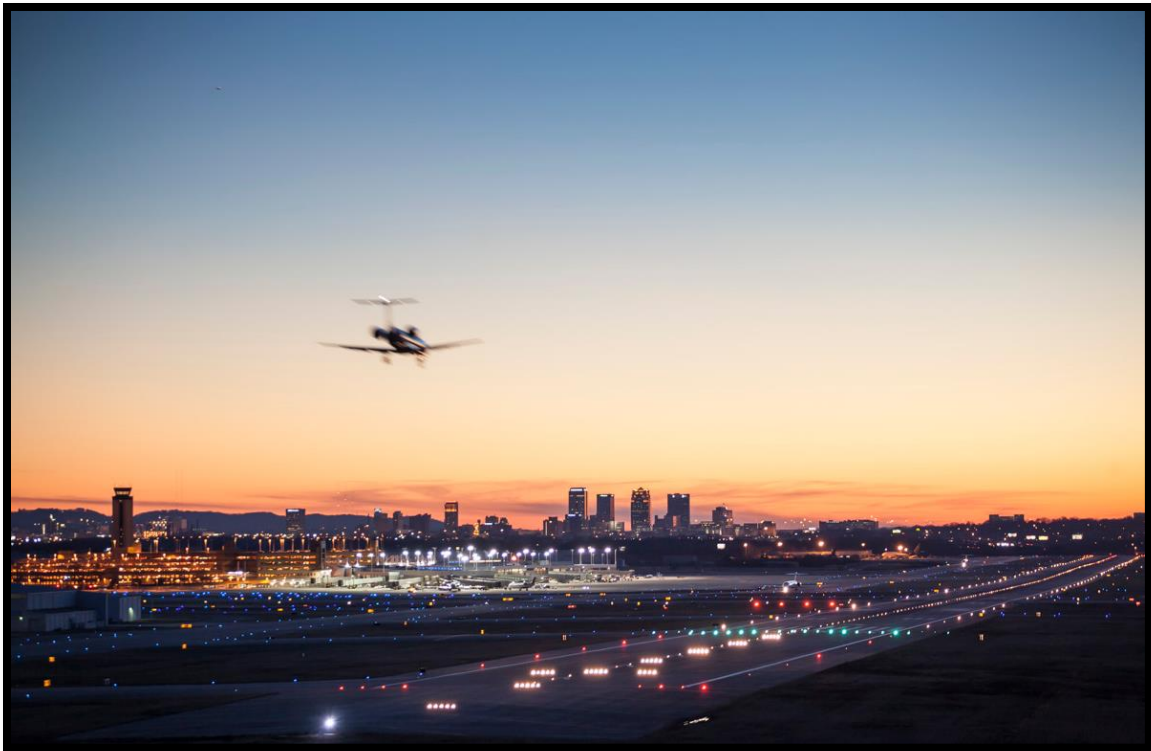


Request for Qualifications (RFQ)
Civil Engineering Services: Northeast Quadrant Grading
Improvements



Birmingham Airport Authority
SOQ Deadline May 13, 2025

I. Introduction

A. Project Description

The Birmingham Airport Authority (BAA) is soliciting Statements of Qualifications (SOQ) and Project Proposals from qualified engineering firms (firms) to perform civil engineering services for the design phase of the following project at the Birmingham-Shuttlesworth International Airport (BHM):

- Northeast Quadrant Grading Improvements

See Exhibit A for approximate project limits.

The selected firm shall be obligated to perform the necessary work through completion of design, including providing construction ready documents for bidding and a detailed construction cost estimate.

B. Project Background

The Birmingham-Shuttlesworth International Airport (BHM) serves over 3 million passengers annually. With a 2023 operating revenue of approximately \$58 million, BHM is responsible for nearly 2,400 acres of airport property, which includes nearly 1,000 acres within the AOA fence line.

BHM is currently served by five major airlines that connect travelers nonstop to 20 airport destinations across the country. BHM also serves as a distribution point for air cargo in Central Alabama, with a total landed weight of nearly 200,000lbs in 2023, while shipping more than 26,000 metric tons of cargo.

BHM has two intersecting airline transport category runways: Runway 6/24 and Runway 18/36. Runway 6/24, constructed in the 1950's and extended most recently in 2007 to a total length of 12,007 feet, is the primary runway. Runway 18/36 is the crosswind or secondary runway, with a total length of 7,100 feet.

Northeast Quadrant

The Northeast Quadrant at BHM is approximately 65 acres of land along the northeast corner of the airfield. This land currently includes a detention area that collects storm water runoff from the area directly north of the site. Additionally, the site includes a large, graded mound that was once used as a stockpile site for previous airport development projects.

The BHM Airport Layout Plan and Master Plan identify the area as a future site for an aircraft maintenance, repair and overhaul (MRO) facility, Fixed Base Operator (FBO) site or similar development. In an effort to provide a more construction ready site, the BAA has committed to designing the location to a proper grade, providing for a more readily available site. This project shall provide for a plan that grades the site to airfield elevation, while accounting for continued stormwater runoff and providing road access to East Lake Boulevard to the north.

C. General Conditions

- i. **Terms and Conditions:** Contractor agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA's terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Contractor acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.

- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Purchasing Department at eseoane@flybhm.com in order to be considered. The Contractor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the proposal of any Contractor violating this provision.
- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFQ may constitute a basis of rejection. It is within the right of the BAA to reject any RFQ submittal in this solicitation document.
- iv. **Errors:** Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Contractors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFQ.
- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by the Contractor may be rejected.
- vi. **Compliance with Laws:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.
- vii. **Default:** Any contract made between BAA and the Contractor can be cancelled by the BAA in whole or in part via written notice, upon the Contractor's non-performance or violation of contract terms. The Contractor will be given 15 days to rectify the non-performance or violation. An award may be made to the lowest quoting Contractor for material or services specified, and purchases may be made on the open market. The defaulting Contractor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Contractor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- viii. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate this Agreement at any time for any reason, or no reason, with or without cause, without penalty or expense to BAA of any kind whatsoever, by giving (15) days written notice to Contractor of such termination and specifying the effective date of the termination. Termination of this agreement as provided in section Xi shall release BAA from any further fees to be paid to contractor after the date of termination, other than any unpaid fees earned for Services which were satisfactorily performed prior to the effective date of the termination.

- ix. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Contractor and BAA.
- x. **Reimbursement:** The BAA will not reimburse the Contractor for any costs associated with the preparation and submittal of any RFQ response, or for any travel and/or per diem costs that are incurred.
- xi. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Contractors shall become the property of the BAA when received. Once an award is made, all excess copies at the Contractor's request may be destroyed.
- xii. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.
- xiii. **Disclaimer:** This is a Request for Qualification. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Contractor. BAA reserves the right to reject or disregard any or all proposals, to negotiate with any or all Contractors, and/or to enter a contract or contracts with any Contractor or Contractors for any or all of the services described herein. BAA is not obligated to respond to any statement or proposal. This RFQ is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.

II. Special Conditions

- i. **Indemnification:** Contractor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Contractor, or any of the Contractor's Subcontractors, employees, or anyone for whom the Contractor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO CONTRACTOR BY THE BAA.
- ii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFQ and/or contract as may be necessary due to changing conditions found during the Project. The Contractor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Contractor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the

original job estimate provided by Contractor must be submitted in writing and must be approved by the designated BAA Representative.

- iii. **Badging Requirements and Fees; Other Expenses:** In order to perform Services on-site in secured areas of BAA's facilities, Company personnel are required to undergo a background check and obtain a BAA badge allowing them access to such areas. On completion of the Services, Company personnel are required to turn their badges in to BAA's security department. Failure to return a badge on completion of Services will result in a fine in the amount of \$500. Company is responsible for paying all badging fees and all fines for badges not returned after the Services are completed. In connection with the provision of Services, Company may incur expenses to BAA or BAA may be charged for expenses of Company. Company will pay or reimburse BAA for such expenses within thirty (30) days after the date of the invoice. If BAA owes Company any fees on completion of the Services and any badging fees, fines or other expenses owed by Company are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Company. If there are no fees then due to Company, BAA will invoice and Company will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice.
- iv. **Cure and Cover Clause:** If a successful Contractor fails, or BAA concludes that there is a reasonable likelihood that the Contractor will not be able to timely perform its obligations under this RFQ and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Contractor: (A) Withhold any monies then or next due to the Contractor; or (B) Terminate the contract and obtain the deliverables

III. Scope of Services

A. Goals

- i. To enter into a contract with the most qualified engineering firm for professional services to perform the scope of work.
- ii. To provide professional services to design, bid, and construct the proposed project in FY 2025-2026.

B. Anticipated Project Elements

The anticipated project element necessary phases to successfully execute the proposed project are listed below. These are subject to change based on actual project needs determination.

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, but are not limited to:

- i. Coordinating with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
- ii. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.

- iii. Planning, procuring, and/or preparing necessary surveys, geotechnical, engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
- iv. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

- i. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- ii. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
- iii. Preparing necessary engineering reports and recommendations.
- iv. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
- v. Preparing Construction Safety and Phasing Plan (CSPP).
- vi. Printing and providing necessary copies of engineering drawings and contract specifications.

IV. Submittal Requirements

A. Selection Process

This qualification-based selection process shall be in accordance with FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

Award of this project would not preclude the awarded firm from future planning, environmental, design and/or construction services award with BAA. This applies to both prime firms and subconsultants.

A Statement of Qualifications (SOQ) and Project Proposal will be solicited from all interested firms. The SOQ will allow the opportunity to provide data relating to the experience and qualifications of the interested firm as it relates to the proposed project. The Project Proposal will include information to illustrate the firm's category understanding, approach, and project management / communication plan.

Firms may be interviewed. However, BAA reserves the right to select the highest ranked consultant based solely upon submittals if sufficient information is included in the SOQ and project proposals.

B. Statement of Qualifications / Project Proposal

Please submit five (5) hard copies and one (1) electronic copy of your SOQ and Project Proposal submittal to the address below.

Contact: Ed Seoane, VP of Purchasing

E-mail: eseoane@flybhm.com

Address: Birmingham Airport Authority Receiving Warehouse
5500 Airline Drive
Birmingham, AL 35212

Hard copies may be shipped via U.S. Postal Service or any other reputable courier service (e.g., Federal Express, UPS, etc.). The electronic copy must be included with the hard copies via a USB flash drive. Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address).

All questions associated with this RFQ must be submitted in writing via e-mail to Ed Seoane at eseoane@flybhm.com by the deadline identified for questions/clarifications (see timeline). Questions related to the RFQ directed to any other BAA personnel may be grounds for disqualification.

C. [Statement of Qualifications / Project Proposal Format](#)

Respondent's SOQ and Project Proposal shall be submitted together as one submittal no longer than thirty (30) total pages of content (not including back / front cover, tabs / dividers, cover letter, or table of contents). Each page must not be larger than 8.5" x 11".

D. [Statement of Qualifications Section Requirements](#)

The SOQ portion of the submittal must include the following sections:

- i. **Firm Overview and Capability to Perform All Aspects of the Project:** Detail the overall structure of the firm and any unique operating characteristics that may enhance the project's overall success. This should include but is not limited to: information such as relevant services provided by firm, office locations, and total number of employees providing relevant services.
- ii. **Recent Company Experience in Relevant Projects:** Discuss relevant services completed at other comparable airports within the past five (5) years. This should include, but is not limited to: project location, start and completion date, description, outcome, quality, and applicability to BAA's proposed project. Identify the firm's role as either a prime or subconsultant and specific contribution to the project. A point of contact for the project's sponsor must also be included. References may be contacted, as necessary.
- iii. **Personnel Qualifications:** Discuss the professional qualifications and relevant experience for key members of the project team (including sub consultants). Include how specific team members will contribute to the project's overall success. Provide organizational chart depicting project manager, deputy project manager, and other project team members in their respective roles. Workload of project manager must also be identified.
- iv. **Project Partners and DBE Goal Requirements:** Discuss any subconsultants intended to be included on the project team, if any. Detail their expected contribution to the project and, if applicable, number of projects the prime consultant and subconsultant have previously completed or are nearing completion. Provide a brief explanation of the project team's ability to meet DBE goal requirements. The form in Exhibit B must be filled out and included in the SOQ.

E. [Project Proposal Section Requirements](#)

The Project Proposal portion of the submittal must include the following sections:

- i. **Project Approach:** Discuss the Scope of Services and how the firm will provide the desired services. Identify any potential challenges the firm anticipates during the project. Identify and mitigate elements, if any, to minimize effects on airport users and operations for the duration of desired sustainability studies.
- ii. **Project Management / Communication Plan:** Discuss any relevant information which would detail how the firm would manage the project process including, but

not limited to, scope of work development, budget, and methodology of baseline analysis. Prepare a proposed project schedule including major tasks and target completion dates. Additionally, identify the firm's plan for communication throughout the project to BAA.

F. **Statement of Qualifications / Project Proposal Evaluation Criteria**

SOQs and Project Proposals will be evaluated and scored on a scale of 0 (lowest) to 100 (highest). In the event SOQs and Project Proposals are not considered sufficient to determine the highest ranked firms for either project, interviews will be conducted with up to the three (3) highest ranked firms. Additional interview scoring criteria will be provided in advance of the interview date, if necessary. Each criterion and its portion of the maximum scoring value is listed below: Each criterion and its portion of the maximum scoring value is listed below:

- | | | |
|----|---|--------|
| 1. | Firm's capability to perform all aspects of the project | 20/100 |
| 2. | Firm's recent experience in relevant projects | 15/100 |
| 3. | Firm's demonstration of personnel qualifications | 10/100 |
| 4. | Firm's commitment to the DBE Goal | 5/100 |
| 5. | Firm's proposed approach to the project | 25/100 |
| 6. | Firm's proposed project management plan | 15/100 |
| 7. | Firm's proposed communication plan | 10/100 |

Note: Firms which meet or exceed the DBE goal will be awarded the five (5) point total. Firms below the DBE goal will be awarded zero (0) points. Firms not currently certified through the Alabama Unified Certification Program cannot count towards the DBE goal. Appendix B contains the required DBE participation certification which must be included in all SOQs.

G. **Tentative RFQ Timeline**

All deadlines are by 2:00 P.M. Central Time on each respective date. Any late submittals will not be accepted and immediately returned. There will be no deadline extensions in the event of inclement weather delays.

RFQ Posted	March 31, 2025
Pre-Submittal Meeting	April 17, 2025 (2:00 p.m. central)
Deadline for SOQ Questions/Clarifications	April 29, 2025
SOQ Deadline	May 13, 2025 (2:00 p.m. central)
Recommendation to Award	May 29, 2025

H. **Pre-Submittal Meeting**

A **non-mandatory** pre-submittal meeting is scheduled for **Thursday, April 17, 2025, at 10:00AM.** (Central Time) via Zoom. This meeting is non-mandatory, but attendance is strongly encouraged. All attendees who plan to attend the meeting must RSVP to Ed Seoane at eseoane@flybhm.com by 4:30 P.M. Central Time Wednesday, April 16th, 2025. Access to the Zoom meeting will be provided after the RSVP deadline.

No site visits will be permitted for this RFQ.

V. Minority Business Participation and Goal

A. Policy

The BAA places a very high priority on diversity and inclusion, not just for the Airport itself, but for all companies that the BAA does business with as well. The BAA strongly encourages all companies to maximize minority participation wherever possible. This includes the maximum opportunity to compete and perform under any contract associated with this Agreement. The successful bidder shall not discriminate based on race, color, national origin, or sex, in the award and performance of contracts.

The BAA encourages all certified minority business enterprise (MBE) and certified woman owned business enterprise (WBE) to participate. BAA has an MBE/WBE participation goal for the scope of work associated with this project of **Sixteen percent (16%)** (the "MBE/WBE Participation Goal").

No part of the project is Federally funded in part or whole. Davis-Bacon Wage Rates are not required for this Project.

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

VI. Additional Information

The Birmingham Airport Authority reserves the right to accept or reject any or all proposals; or re-advertise for proposals for the benefit of the BAA. Any proposal that is submitted incomplete, obscure, or contains errors or discrepancies may be cause for rejection.

The SOQ / Project Proposal submittal shall not include any cost information, such as total cost, cost per hour, work hours, or other pricing data. Any cost information will result in the disqualification of the proposal. Fees will be negotiated with the highest ranked consultant following selection for the project.

BAA is not liable for any cost incurred by the consultant for the preparation of the SOQ / Project Proposal submittal, or, if deemed necessary, interview.

Additionally, the BAA reserves the right to pursue or not pursue the projects described in this RFQ at the discretion of the BAA. The project is subject to federal funding being available.

Exhibit A

Project Limits

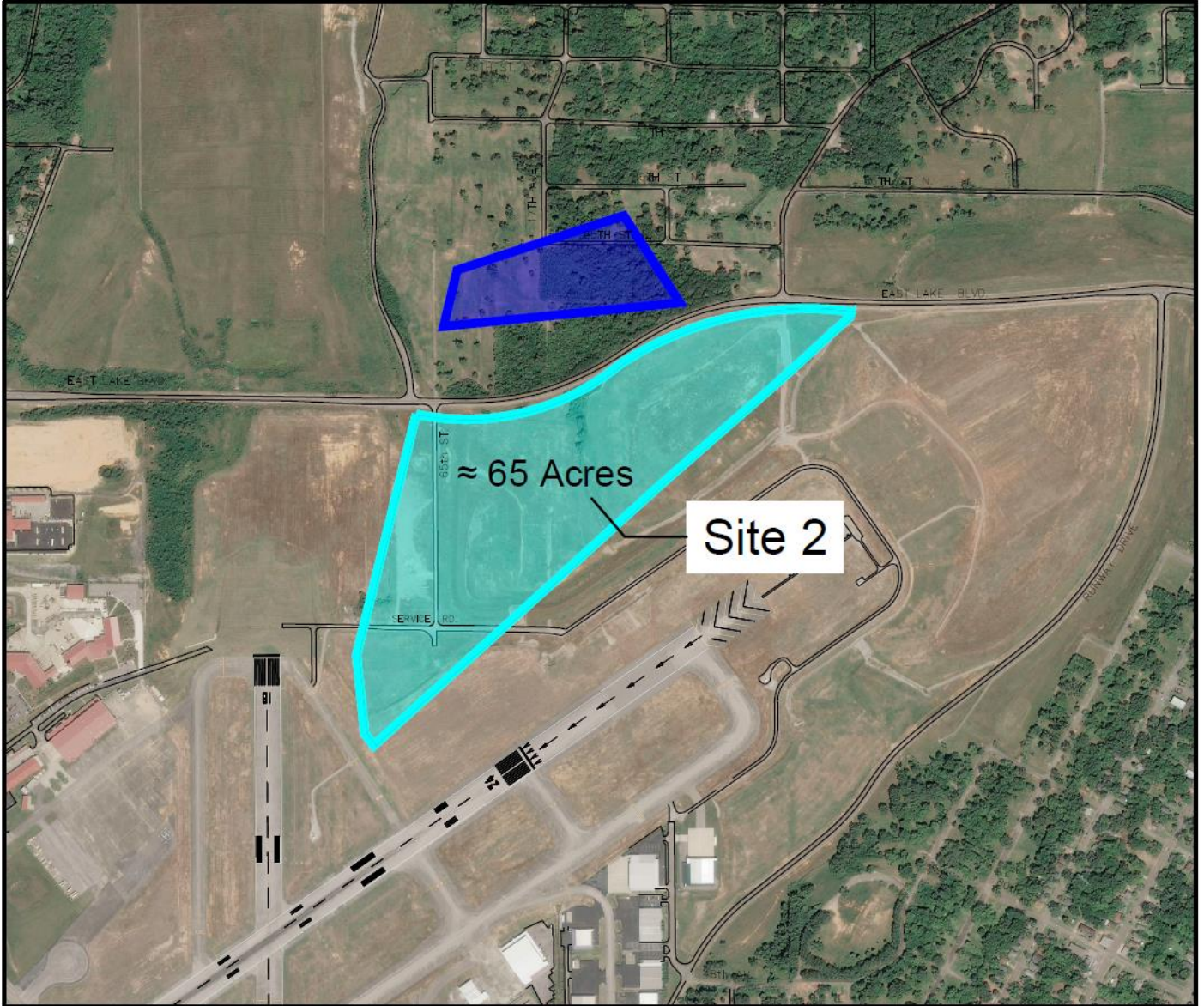


Exhibit B

MBE Participation Certification

Proposed MBE Utilization		
Prime Firm:		
Project:		
MBE Firm Name	Role in Project	Percent of Project Team
		%
		%
		%
		%
		%
		%
		%
		%
		%
Total MBE Utilization:		%

Exhibit C

Insurance Requirements

BAA CONTRACTOR INSURANCE REQUIREMENTS
CONTRACTOR PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory for Coverage A
Employee's Liability	\$1,000,000 each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
	Requirements:
	<ol style="list-style-type: none"> 1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence \$10,000,000 General Aggregate \$10,000,000 Completed Operations/Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments
	Requirements:
	<ol style="list-style-type: none"> 1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Contractor's indemnification obligations
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
	Requirements:
	<ol style="list-style-type: none"> 1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Days Notice of Cancellation to Certificate Holder

Umbrella \$10,000,000

Builder's Risk Policy Amount of Project

Requirement:

1. Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of Owner and Contractor
3. Provide Replacement Cost
4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Pollution Policy \$5,000,000 *(Depending on project)*

Professional Liability \$1,000,000 *(Depending on project)*