

Request for Qualifications (RFQ)
Architectural and Construction Administration Services for:
Airport Authority Office Expansion
October 2020



Birmingham Airport Authority

5900 Messer Airport Highway
Birmingham, AL 35212

I. Introduction

A. Opportunity

The Birmingham Airport Authority (BAA) is pursuing professional architectural and construction administration services for the proposed expansion of the BAA administration offices. There is currently an approximate 4,100 square foot vacant area on the upper level of the terminal building immediately adjacent to the existing BAA offices (attached in Appendix A). The proposed office expansion is anticipated to include, but may be subject to alterations:

- Five (5) office spaces;
- Two (2) conference rooms;
- Two (2) restrooms;
- Two (2) storage rooms; and
- Open space for additional work stations, entry way, waiting areas, and corridors.

This project will be funded utilizing BAA funds only. All respondent firms must hold an insurance policy meeting the requirements for BAA contractors listed in Appendix B at the time of contract execution.

II. Scope of Work

A. Goals

- To enter into a contract with the most qualified architecture firm for professional services pertaining design and construction administration of the proposed expansion of BAA administrative offices.
- To perform the outlined architectural services to successfully complete the proposed expansion of BAA administrative offices.

B. Architectural Services

- Design Phase: Complete project design including preparation of architectural reports and recommendations, as well as, preparing detailed plans, specifications, cost estimates, and project schedules (design and construction)
- Bidding and Negotiation Phase: Advertising and securing bids, administering, and attending pre-bid conferences, analyzing bid results, negotiation for services, furnishing recommendations for award, and preparation of contract documents
- Construction Phase: consultation and guidance during construction, as well as construction administration services
- Project Closeout Phase: services rendered after the completion of the project including final inspections and preventative maintenance

III. Submittal Procedures and Requirements

Contractors interested in responding to this RFQ must follow the bidding process outlined below. Birmingham Airport Authority will not reimburse responding firms for any expenses incurred in preparing and submitting bids in response to this request. Copies of this RFQ in Microsoft Word format and Adobe PDF format are posted on BAA's website at: <https://www.flybirmingham.com/about-bhm/doing-business-at-bhm/>

All deadlines are Central Standard Time.

A. **Proposal and Contract Examination**

Before submitting a proposal, contractors should carefully examine the entire RFQ packet. By the submission of a proposal, the Contractor will be understood to have read and be fully informed as to the contents of this RFQ packet and accepting of the terms and condition herein, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between BAA and Contractor.

B. **Statement of Qualifications**

Upon notification of inclusion on the short-list, please submit five (5) hard copies and one (1) electronic copy of your statement of qualifications to the address below.

Contact: John Rostas, Planning Manager

E-mail: jrosta@flybirmingham.com

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

All questions associated with this proposal must be submitted in writing via e-mail to John Rostas, Planning Manager, at jrosta@flybirmingham.com by the deadline identified for questions/clarifications (see timeline).

C. **Statement of Qualifications Format**

Respondent's statement of qualifications shall be no longer than fifteen (15) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents) and 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. **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.
- iii. **Project Approach:** Discuss the Scope of Services and how to the firm will provide the desired services. Identify any potential technical challenges the firm anticipates during the project and how the firm intends to provide a successful outcome.
- iv. **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, project budget / schedule

preparation, and quality control measures. Prepare a proposed project schedule including major tasks and target completion dates. Additionally, identify the firm’s plan for communication throughout the project to stakeholders including BAA, the FAA, other Federal, State, and Local governmental agencies, and project stakeholders.

D. **Statement of Qualifications Selection Criteria**

Statement of qualifications will be evaluated by three (3) categories. The firm deemed most qualified will be selected to move forward with negotiations. In the event proposals are not considered sufficient to determine the most qualified firm, interviews will be conducted with up to the three (3) firms. The three (3) categories used for the selection process are as follows:

- 1. Firm’s Demonstration of Capability and Qualified Personnel 40/100
- 2. Firm’s Approach to the Project 30/100
- 3. Firm’s Proposed Project Management / Communication Plan 30/100

E. **Tentative RFQ Timeline**

All deadlines are by close of business (4:30 P.M. Central Time) on each respective date.

RFQ Distribution	Wednesday, October 28, 2020
Deadline for SOQ Questions/Clarifications	Friday, November 13, 2020
SOQ Deadline	Monday, December 4, 2020
Architect Recommendation	Friday, December 18, 2020
Scope of Work (SOW) Deadline	January 2021
Recommendation to Award	February 2021

IV. **General Terms and Conditions**

- i. The Authority reserves the right to:
 - a. Add, delete and/or negotiate with a Proponent, an agreement containing different and/or additional items or terms without reference to other Proponents or Bids;
 - b. Disqualify a Proponent in the event that, in the sole discretion of the Authority, its Bid does not contain sufficient information to permit a thorough analysis;
 - c. Verify the validity of the information supplied and to reject any Bid where the contents appear to be incorrect or inaccurate in the Authority’s estimation;
 - d. Accept Bids in whole or in part;
 - e. In its sole discretion, to cancel this RFQ without award or compensation to Proponents, their officers, directors, employees or agents;
 - f. Reject any and all Bids;
 - g. Accept the Bid(s) which, in the sole opinion of the Authority, is (are) deemed the most advantageous to the Authority; and
 - h. Request any other information it requires to evaluate the submissions. Failure to provide the information requested may result in the bid being disqualified.
- ii. All financial information must be presented in U.S. dollars;

- iii. The cost of preparing the Bid or providing additional information is the sole responsibility of the Proponents. The Authority will not pay any fees to any proponents or their agents;
- iv. Selected bidder must hold their price One Hundred Twenty (120) days after bid opening;
- v. The Proponents assume all responsibility for complying with all applicable laws and regulations. The Proponents are also responsible for obtaining all permits required by law or local authorities; and
- vi. All Bid Proposals become the property of the Authority and will not be returned to Proponents unless a written request to withdraw, signed by the authorized signatory of the Proponent, is received prior to the closing date for the receipt of Proposals.

V. Disadvantage Business Enterprise (DBE) Assurances

A. Policy

It is the policy of the BAA that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole, in part, or without federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement. This project has a **10 percent** DBE participation goal.

B. DBE Participation

In all cases, those who wish to do business, the Owner should demonstrate sensitivity to the plight of our certified DBEs and be willing to assist the DBEs to overcome barriers to competition. The Respondent agrees to ensure that DBEs and other small businesses, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with or without federal funds. This includes the maximum opportunity to compete and perform under any contract associated with this Agreement. The Respondent shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of contracts, especially that DOT assisted. The Respondent shall carry out applicable requirements or 49 CFR Part 26 and especially 49 CFR Part 26.13 (b), which is set forth in the following: 49 CFR PART 26 – SECTION 26.13 (b). Engineer's Assurance.

The Respondent, sub recipient or sub-consultant, shall not discriminate on the basis of race, color, national origin, or sex, in the performance of 49 CFR Part 26 in the award and administration of DOT – Assisted contracts.

Failure by the Respondent to carry out these requirements is a material breach of this AGREEMENT entitling Owner to terminate this AGREEMENT or exercise any such other remedy, as the Owner deems appropriate.

VI. Civil Rights Assurances

During the performance of this Agreement, the Respondent, for itself, its assignees and successors in interest (for this section only referred to as the Engineer) agrees as follows:

A. **Compliance with Regulations**

The Respondent shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination**

The Respondent, with regards to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Respondent shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontractors**

Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Respondent for work to be performed under a subcontract, including procurement of materials or leases of equipment, either potential subcontractor or supplier shall be notified by the Respondent of the Respondent's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. **Information and Reports**

The Respondent shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Respondent is in the exclusive possession of another who fails or refuses to furnish this information the Bidder shall so certify to Owner or the FAA as appropriate and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance**

In the event of the Bidder's noncompliance with the nondiscrimination provisions of this Agreement, Owner shall impose such contract sanctions, as it or the FAA may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the Respondent under the Agreement until the Respondent complies, and/or
- ii. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. **Incorporation of Provisions**

The Respondent shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Respondent shall take such action with respect to any subcontract or procurement as Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Respondent becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Respondent may request Owner to enter into such litigation to protect the interests of Owner and, in addition, the Respondent may request the United States to enter into such litigation to protect the interest of the United States.

Appendix A: Proposed Office Expansion Area

Appendix B: BAA Insurance Requirements

The Selected Company shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified in "BAA Contractor Insurance Requirements" which is attached hereto and incorporated by reference herein.

The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Company's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Company in, on or about Airport, which the Company may be legally liable, whether such operations be by the Company, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Company's current insurance certificate, verifying the Company's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Company, its agents, employees, or any subcontractor. Company shall furnish the insurance coverages outlined in "BAA Contractor Insurance Requirements" either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Company. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Company to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Company, employees, officers, assigns or any person or entity acting for or on behalf of Company. Such policies shall also include a Waiver of Subrogation and provide the Owner at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Company's operations and the type of insurance involved.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Company's coverage is written on a claims-made basis, the Company shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states,

"It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Company shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the event Company fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Company, and Company agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of invoice date.

Company shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage's shall be filed with Authority prior to Company performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Company to Owner. Owner reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

Authority and Company agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Authority who may, thereafter, require Company, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Authority deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Company has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on: BAA Contractor's Insurance Requirements.

Company is also advised of the statutory immunity of negligence applicable to the owner and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

Indemnification: The Company hereby agrees to indemnify, defend and hold Owner, employees and designees ("Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorney's fees, that the Indemnities may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnities) but only to the extent claim(s) arising out of, or caused by, the negligent performance, or lack of

performance of professional services, by Company of its duties and obligations under or pursuant to this Agreement and Amendments.

BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be aware of any additional cost that may be incurred to meet the Owner's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Company shall be responsible for paying the same.

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides the Owner at least thirty (30) days prior written notice of any cancellations or modification thereof. The Owner shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies.

Additional Insureds shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees.

Company shall at all times during the term of this Agreement maintain, at its own expense, the following minimum levels and types of insurance (see next page):

BAA CONTRACTOR INSURANCE REQUIREMENTS
CONTRACTOR PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
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 \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 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	\$5,000,000
Builder's Risk Policy	Amount of Project <ol style="list-style-type: none"> 1. Requirement: 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	\$1,000,000 <i>(Depending on project)</i>
Professional Liability	\$1,000,000 <i>(Depending on project)</i>