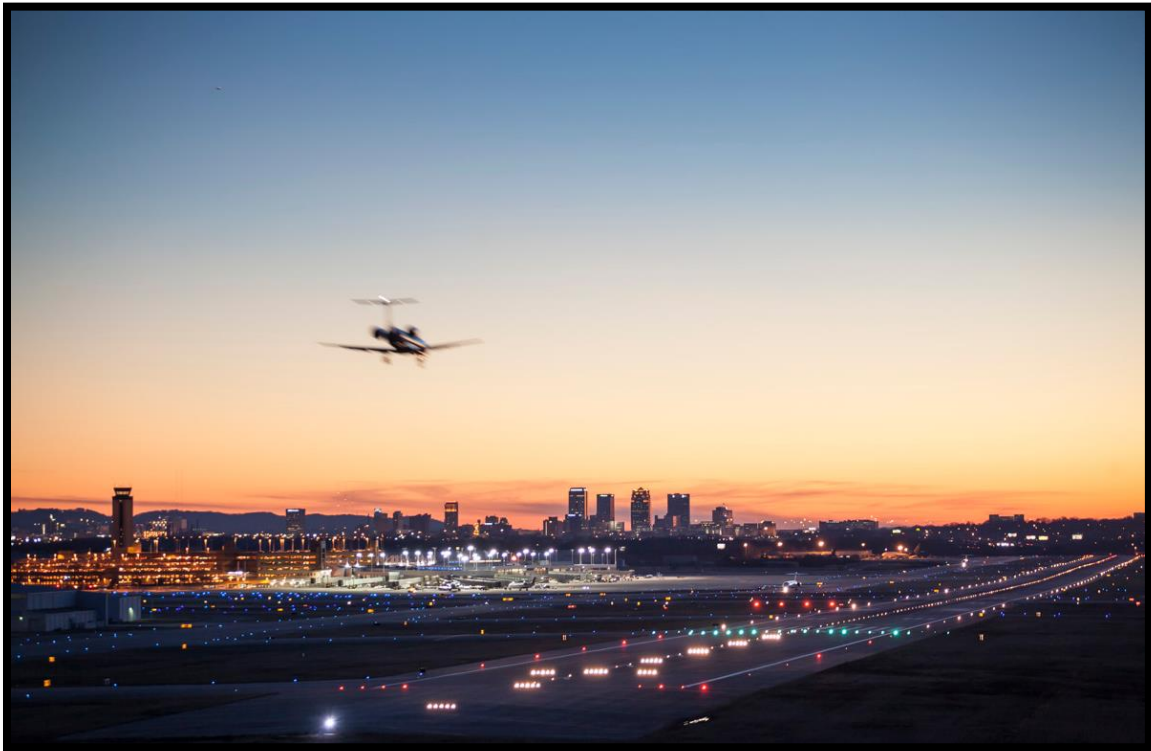


**Request for Qualifications (RFQ)**  
**Architectural and Construction Administration Services**  
**Terminal Restroom and Service Animal Relief Area (SARA)**  
**Renovations**



## I. Introduction

### A. Project Description

The Birmingham Airport Authority (BAA) is soliciting Statements of Qualifications (SOQ) and Project Proposals from qualified architectural firms (firms) for the design, bidding, and construction administration services associated with the proposed renovation of 10 restrooms (5 female and 5 male) within the three concourses at BHM, as well as one SARA facility on Concourse C.

The selected firm shall be obligated to perform the necessary work through completion of construction and the closeout process for the project. This project is anticipated to receive an Airport Improvement Program (AIP) grant from the Federal Aviation Administration (FAA). The selected firm will need to be familiar with the process and required documentation associated with the AIP grant process. This includes, but is not limited to, FAA grant assurances, FAA airport design and construction standards, ADA design standards, state and local permitting requirements, as well as familiarization with other FAA Orders, Advisory Circulars (AC), and the National Environmental Policy Act (NEPA) process.

### B. Project Background

#### **Terminal Restrooms and Service Animal Relief Area (SARA) Renovations**

It has been over 12 years since BHM has experienced a terminal upfit. Many of the existing fixtures and features in the public restrooms and Service Animal Relief Area (SARA) facilities have shown wear and are in need of replacement. This project will provide for public restroom and SARA improvements in the terminal Sterile area that improve efficiency and safety for the traveling public.

The goal of the project is to complete a full renovation including, but not limited to, new flooring, vents, fixtures, stalls, and lighting to each restroom and the SARA facility within the BHM terminal secured area. Each restroom will be stripped to the studs and reconstructed with enhanced fixtures and features that meet ADA design standards and provide for an enhanced passenger experience to the approximately 1.5 million passengers at BHM.

In total, this project will design and renovate 10 restrooms (5 female and 5 male) within the three concourses at BHM, as well as one SARA facility on Concourse C.

## II. Scope of Services

### A. Goals

- i. To enter into a contract with the most qualified architectural firm for professional services pertaining to the design and construction administration of the proposed renovations to the terminal area restrooms and SARA facility within the airport's Sterile area.
- ii. To provide professional services to design, bid, and construct the proposed project in FY 2024-2025.

### B. Architectural Services

- i. 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)

- ii. 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
- iii. Construction Phase: consultation and guidance during construction, as well as construction administration services
- iv. Project Closeout Phase: services rendered after the completion of the project including final inspections and preventative maintenance

### III. 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](mailto: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](mailto: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                                | Wednesday, October 23, 2024                  |
| Pre-Submittal Meeting and site visit      | Thursday, November 7, 2024, at 2pm Central   |
| Deadline for SOQ Questions/Clarifications | Wednesday, November 13, 2024, at 2pm Central |
| SOQ Deadline                              | Thursday, November 27, 2024, at 2pm Central  |
| Potential Recommendation to Award         | December 2024                                |

H. Pre-Submittal Meeting

A **non-mandatory** pre-submittal meeting is scheduled for **Thursday, November 7, 2024, at 2:00 P.M.** (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit to the project area will be available on the same day immediately after pre-submittal meeting. This meeting is non-mandatory, but attendance is strongly encouraged. All attendees who plan to attend the meeting must RSVP to Ed Seone at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) by 2:00 P.M. Central Time **Wednesday, November 5, 2024**. Access to the Zoom meeting for those that are interested will be provided after the RSVP deadline.

IV. Disadvantage Business Enterprise (DBE) Assurances

A. Policy

It is the policy of the BAA (Owner) 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.

## B. DBE Obligation

The Owner's DBE participation goal for this project is **fifteen (15) percent**. In all cases, those who wish to do business with 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 Engineer 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/Engineer shall not discriminate based on race, color, national origin, or sex, in the award and performance of contracts, especially that DOT assisted. The Respondent/Engineer shall carry out applicable requirements of 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). Respondent/Engineer's Assurance

The Respondent/Engineer, sub recipient or sub-consultant, shall not discriminate based on 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/Engineer 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.

## V. Civil Rights Assurances

### **NONDISCRIMINATION REQUIREMENTS**

#### Federal Aviation Administration Required Provisions

- A. **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be

performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding payments to Contractor under the Agreement until Contractor complies; and/or
  - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request Contractor to enter into any litigation to protect the interests of the BAA. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



- D. **DBE.** Contractor acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Contractor at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Contractor shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

## 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.

Federal provisions shall be required for this project. Please review all applicable federal provisions for professional services in Exhibit C. These provisions shall be included in the contract with the selected firm.

**Exhibit B**

**DBE Participation Certification**

## I. DBE Participation Certification

The following form is required to be completed and attached to the submittal. Failure to submit this form may be grounds for disqualification. Only firms certified as Disadvantaged Business Enterprises through the Alabama Unified Certification Program are eligible to be counted towards the DBE utilization for this Project. Inclusion of this form does not count towards the total page limit.

| <b>Proposed DBE Utilization</b> |                        |                                |
|---------------------------------|------------------------|--------------------------------|
| <b>Prime Firm:</b>              |                        |                                |
| <b>Project:</b>                 |                        |                                |
| <b>DBE Firm Name</b>            | <b>Role in Project</b> | <b>Percent of Project Team</b> |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
|                                 |                        | %                              |
| <b>Total DBE Utilization:</b>   |                        | %                              |

# **Exhibit C**

## **Federal Provisions**

**(All applicable federal provisions will be included in final agreement)**

# **Exhibit D**

## **Insurance Requirements**

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

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

**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)*