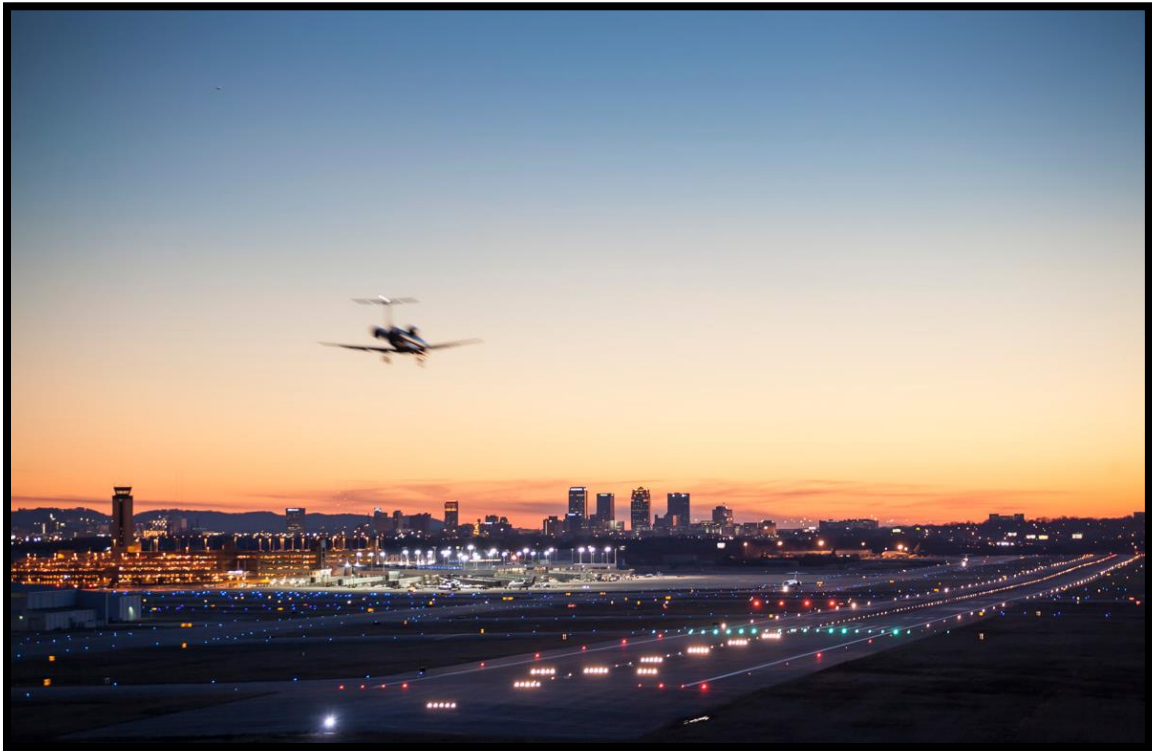


Request for Qualifications (RFQ) On-Call As-Needed Professional Services



**Birmingham Airport Authority
August 2024**

I. Introduction

A. Project Description

The Birmingham Airport Authority (BAA) is soliciting Statements of Qualifications (SOQ) from firms to provide professional services for various landside, terminal, and airside projects at the Birmingham-Shuttlesworth International Airport (BHM) on an as-needed basis.

These potential projects would be funded by the BAA with a value not to exceed \$125,000 per project. No projects anticipated to receive funding under the Federal Aviation Administration's Airport Improvement Program will be included in this RFQ. As these projects would occur only on an as-needed basis, entering into the Master Services Agreement does not guarantee any task order will be issued for any individual firm.

II. Scope of Services

A. Goals

- i. To enter into a Master Services Agreement (MSA) with up to three (3) firms per professional service category. The MSA will be issued for a three (3) year term and may be extended for up to additional two (2) years on a yearly term for a total maximum term of five (5) years.
- ii. Execute task orders with the selected firms on an as-needed basis to address any potential BAA need within the listed professional services category for projects not greater than \$125,000 in value.

B. Professional Service Categories

Firms may request to be considered on an as-needed basis for a single category, multiple categories, or all categories. Firms may be selected for a single category, multiple categories, or all categories. Being awarded one category does not preclude the firm from winning multiple other or all categories. The professional service categories are:

1. Appraisal Services
2. Architectural Services
3. Aviation / Land Use Planning / AutoCAD and GIS Services
4. Civil Engineering / Geotechnical
5. Electrical Engineering
6. Environmental Planning / Permitting / Studies
7. Mechanical Engineering
8. Structural Engineering
9. Survey / Mapping
10. ACIP Planning and Cost Estimating

This list is representative of the general project elements and will be further defined during scope of work development with the selected consulting firm(s).

C. Anticipated Level of Effort

It is anticipated that the level of effort for the individual task orders will vary and may range from items requiring less than eight (8) hours up to small project design and construction oversight. Representative examples of potential tasks may include but are not limited to design/bid/administration of small construction projects, cost estimation for budgeting / capital planning, focused graphics and exhibits, and brief analysis reports. If certain projects require support from other professional service categories than your firm's selected services (e.g. a civil engineering firm requiring geotechnical testing for design services), firms may hire a firm that is not on the list of selected firms to perform the work, or they utilize a firm selected by BAA.

Construction contractor services are not included in this RFQ and will be bid separately.

Individual task order values are not to exceed \$125,000. However, there is no maximum number of task orders that may be issued per firm per year.

III. Submittal Requirements

A. Selection Process

This is a qualification-based selection process. A Statement of Qualifications (SOQ) 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. To be included as an extension of the SOQ, will be a proposal for each professional service category the firm wishes to be considered for selection. The proposal(s) will include information to illustrate the firm's category understanding, approach, and project management / communication plan. The selection committee will review all responsive SOQs based on the criteria listed in this RFQ and create a ranking of firms for each professional service category. Up to the three (3) highest ranked firms will be selected for further negotiations for each category. BAA reserves the right to hold interviews with up to the five (5) highest ranked firms if submittals alone do not clearly establish three (3) highest ranked firms per category.

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

Please submit four (4) hard copies and one (1) electronic copy of your SOQ 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](#)

Respondent's SOQ shall be submitted together as one submittal no longer than twenty-five (25) 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 the 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. The workload of the project manager must also be identified.
- iv. **MBE/WBE Goal Requirements:** The BAA encourages all certified Minority Businesses (MBE) and Women Owned Businesses (WBE) to participate.

E. [Statement of Qualifications Evaluation Criteria](#)

SOQs will be evaluated and scored on a scale of 0 (lowest) to 100 (highest). In the event SOQs 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:

1. Firm’s capability to perform all aspects of the project 40/100
2. Firm’s recent experience in relevant projects 30/100
3. Firm’s demonstration of personnel qualifications 30/100

F. **Tentative RFQ Timeline**

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

RFQ Posted	July 23, 2024
Pre-Submittal Meeting	August 12, 2024 (02:00 p.m. central)
Deadline for SOQ Questions/Clarifications	August 19, 2024
SOQ Deadline	August 29, 2024 (2:00 p.m. central)
Recommendation to Award	September/October

G. **Pre-Submittal Meeting**

A **non-mandatory** pre-submittal meeting is scheduled Monday, August 12, 2024, at **02:00 P.M.** (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 4:00 P.M. Central Time Thursday, August 9, 2024. Access to the Zoom meeting will be provided after the RSVP deadline.

IV. **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.

V. 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 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 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
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>

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:	<ol style="list-style-type: none"> 7. 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 8. Coverage shall insure interest of Owner and Contractor 9. Provide Replacement Cost 10. 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 11. Coverage includes flood and earth movement 12. Per Project Aggregate
Pollution Policy	\$5,000,000 <i>(Depending on project)</i>
Professional Liability	\$1,000,000 <i>(Depending on project)</i>