



REQUEST FOR QUALIFICATIONS

for

Engineering Services

RFQ #2020-ENGINEERING SERVICES

Submissions Due: 2:00 p.m. (Central), January 12, 2021

Prepared by:

***Panama City-Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, FL 32409***

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I. ADVERTISEMENT

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

The Panama City-Bay County Airport and Industrial District is requesting for Northwest Florida Beaches International Airport (“Airport”) Statements of Qualifications to provide **Engineering Services** under a continuing contract pursuant to 287.055, F.S.. The services are to be carried out in accordance with Federal Aviation Administration (FAA), and all applicable Federal, State, and Local Codes, Regulations, Ordinances, and Policies.

Statements of Qualifications shall be submitted no later than **2:00 PM local time, January 12, 2021** in the Airport’s Administrative Office at the address stated below. Any submissions received later than the **2:00 PM** deadline will be considered **LATE** and not be accepted. **No facsimiles, emails or telephone submissions will be accepted.** Submissions shall be enclosed in a sealed envelope, clearly marked “**RFQ #2020-ENGINEERING SERVICES**” on the outside of the envelope and be delivered or mailed to: Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.

The solicitation (RFQ) document and associated addenda can be accessed from the Airport’s website by visiting <https://www.iflybeaches.com/airport-authority/business-opportunities>.

Contact information for this Project: Info@pcairport.com. All contact MUST be in writing via email.

The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Submitters that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Airport to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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II. INSTRUCTIONS FOR REQUEST FOR QUALIFICATIONS (“RFQ”) SUBMISSION

A. GENERAL

Sealed qualifications shall be enclosed and secured in an envelope/package and properly marked and displayed on outside of envelope/package bearing the name and address of Submitter, solicitation name and solicitation number. No other information shall be included or written on the outside of the envelope/package. The Airport **shall not** be responsible for unidentified Proposals. Submissions should be either hand-delivered, sent via overnight delivery, or mailed and addressed to: **Executive Director, Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, FL 32409.**

Proposals shall be submitted no later than **2:00 PM local time, January 7, 2021** in the Administrative Office at the address stated above. If requested, only the names of the Submitters will be made available. **No facsimiles, e-mails or telephone submittals will be accepted.** Any submission received later than the 2:00 PM deadline will be considered LATE and will NOT be accepted. The Airport is not responsible for late deliveries or submissions.

B. EXAMINATION OF RFQ DOCUMENT

Prior to submitting proposals, each Submitter shall carefully examine the RFQ documents and thoroughly familiarize themselves with the submittal and project requirements thereof, and notify Airport of all conflicts, errors, or discrepancies.

The Submitter shall certify their Statement of Qualifications by completing the required Submittal Certification Form. All submissions shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. The submission shall remain firm for not less than **one hundred-eighty (180) calendar days** from the due date.

The Submitter’s name and solicitation number shall be included when specifications or descriptive papers are submitted with proposal. By submission of a Statement of Qualifications, the Submitter guarantees that all services offered meet the requirements of the solicitation.

C. QUESTIONS

Submit written questions to Info@pcairport.com, no later than **2:00 PM, Local Time, December 10, 2020.** Place careful attention to ensure that “RFQ Engineering Services” is included in the subject line of the email message. Answers to submitted questions will be posted no later than **December 14, 2020.**

D. CONE OF SILENCE

Aside from Questions in Section C above, Firms and their subconsultants may not contact any District employee or representative, including any District Board member, regarding this RFQ, the qualifications of any firm, the selection of any firm, or any other matters related to this RFQ.

E. ADDENDUM

If it becomes necessary to revise any part of this RFQ, an addendum will be provided in writing and posted to the Northwest Florida Beaches International Airport website. All addenda issued by the Airport must be acknowledged in writing by the Submitter. **Verbal information obtained otherwise will not be considered in the awarding of the proposal.** It shall be the Submitter’s responsibility to ensure that s/he has all addenda by visiting the Northwest Florida Beaches International Airport website: <https://www.iflybeaches.com/airport-authority/business-at-ecp>.

F. TAXES

The Airport is a Special District of the State of Florida and is not subject to sales tax.

G. LICENSES

All Submitters must be properly licensed to do business in the State of Florida and must comply with the Florida State Statutes. Submitters do not need to be based in Florida; however, Submitters are required to submit evidence of all professional licenses required to complete the work as part of the RFQ submittal. **Failure to comply may be automatic grounds for rejecting the submittal as non-responsive.**

H. MISCELLANEOUS PROVISIONS

The Airport reserves the right to reject any or all submissions and further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interest of the Airport. The Airport shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.

This procurement does not commit the Panama City-Bay County Airport and Industrial District to award a contract, to pay any costs incurred in the preparation of the submitted Statement of Qualifications, or to procure or contract for goods or services listed herein. Costs associated with proposal preparation, oral interviews or presentations shall be the sole responsibility of the Submitter.

The Airport hereby notifies all those responding to this RFQ that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, it will affirmatively ensure that for any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

I. CONTRACT AWARD

This RFQ is anticipated to result in one (1) award. Only those interested parties who respond to the RFQ may be considered for contract award.

A contract award will be made to the Submitter whose proposal is deemed most advantageous to the Airport, considering all evaluation factors listed herein. The Airport shall be the sole judge of this determination. A Notice of Award will be emailed to all Submitters who respond to this RFQ.

If awarded, the selected firm will be required to sign a Professional Services Contract (reference Attachment 1). A copy of the firm's submission will be incorporated by reference to the contract; however, in the event of any ambiguity, the Airport’s contract will prevail. Any requested changes to the sample contract shall be submitted in the RFQ response.

J. RIGHT TO ACCEPT OR REJECT

The Airport reserves the right to accept or reject any or all submissions received as a result of this RFQ, and to waive any informalities, defects, or irregularities in any submission, or to accept that submission which, in the judgment of the proper officials, is in the best interest of the Airport.

K. TERM OF CONTRACT

The proposed term of this contract is anticipated to be five years. More specifically, on or before the one-year anniversary of the contract, the Airport’s Board will review performance and consider approval of a one-year renewal and will conduct the same process each of the succeeding four years during which the contract has remained in effect, for a total of up to a five-year term

L. GRIEVANCE

Any person who is adversely affected by the Airport’s decision or intended decision shall file with the Airport’s Executive Director a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in this Request for Qualifications, including any provisions governing the methods for ranking proposals or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Request for Qualifications. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

M. PUBLIC RECORDS LAWS

Procurement information shall be a public record to the extent required by Florida Statute Chapter 119. Accordingly, the resulting contract will include all clauses required by Florida Statute 119.0701 and Submitter agrees to comply with Chapter 119, as applicable, at its own cost. .

N. INSURANCE REQUIREMENTS

The successful Submitter shall maintain, at its own expense, continuous insurance as set forth below:

- 1. Worker’s compensation and Employers Liability: Statutory
- 2. Comprehensive General Liability
 - Bodily Injury and Property Damage Combined \$2,000,000 / \$2,000,000
- 3. Automobile Liability
 - Bodily Injury and Property Damage Combined \$1,000,000 / \$1,000,000
- 4. Professional Liability Insurance
 - Including Errors and Omissions \$1,000,000 / \$1,000,000

Insurance shall indemnify the Airport against any and all claims arising under or as a result of the performance of the Contract. The Panama City-Bay County Airport and Industrial District shall be named as an additional insured on all liability policies. The Airport must also be provided with thirty (30) days' notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

O. INDEPENDENT CONTRACTOR STATUS

The selected Submitter shall not, by entering into a Contract, become a servant, agent, or employee of the Airport, but shall remain at all times an independent contractor to the Airport. The Contract shall not be deemed to create any joint venture, partnership, or common enterprise between the vending contractor and the Airport, and the rights and obligations of the parties shall not be other than as expressly set forth.

P. LAWS

Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Submitter shall comply with the provisions of:

1. Title VII of the Civil Rights Act of 1964;
2. Age Discrimination in Employment Act of 1967;
3. Title I of the Americans with Disabilities Act of 1990;
4. Equal Pay Act of 1963;
5. Fair Labor Standards Act of 1938; and
6. Immigration Reform and Control Act of 1986.

Exhibit A to the Sample Contract (Attachment 1) contains additional required provisions for the contract:

- Access to Records and Reports
- Buy American Preference
- Civil Rights – General
- Civil Rights – Title VI Assurances
- Civil Rights – List – Pertinent Authorities
- Disadvantaged Business Enterprises
- Energy Conservation Requirements
- Federal Fair Labor Standards Act (Federal Minimum Wage)
- Occupational Safety and Health Act of 1970
- Rights to Inventions
- Veteran's Preference
- Seismic Safety
- Copeland Anti-Kickback Act
- Davis-Bacon Requirements
- Distracted Driving – Texting When Driving
- Affirmative Action Requirement
- Equal Employment Opportunity Clause
- Equal Employment Opportunity Specifications

- Prohibition of Segregated Facilities
- Procurement of Recovered Materials
- Termination of Contract – for Convenience
- Termination of Contract – for Default
- Contract Workhours and Safety Standards Act Requirements
- Breach of Contract Terms
- Clean Air and Water Pollution Control

Q. TITLE VI SOLICITATION NOTICE

The Panama City-Bay County Airport and Industrial District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Submitters that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Panama City-Bay County Airport and Industrial District to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Airport encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Please submit one (1) original copy, four (4) paper copies, and one (1) electronic copy in Adobe PDF format on a USB storage drive. Original and copies should have a table of contents and tabs.

***** End of Instructions for Request for Proposal Submission *****

III. OBJECTIVE AND SCOPE OF SERVICES

A. INTRODUCTION

Northwest Florida Beaches International Airport (“ECP”) is owned and operated by the Panama City-Bay County Airport and Industrial District. The Airport is served by American Airlines, Delta Air Lines, Southwest Airlines and United Airlines, and recently celebrated its tenth year of operations. For additional information about the Airport, “ECP”, please visit www.iflybeaches.com.

The Airport is requesting Statements of Qualifications from qualified firms to perform professional services as hereinafter described at ECP, and these professional services may include architectural, civil, structural, mechanical, electrical, environmental engineering and planning services. Services may also include project inspection, construction management and planning services associated with the planning, design and operation of airport and related facilities. These services shall be performed in accordance with acceptable engineering practices, and are to be carried out in accordance with Federal Aviation Administration requirements, Florida Department of Transportation guidelines, Florida Statutes and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

A five-year contract is contemplated, subject to the annual review and recommendation of the Airport Board, the satisfactory negotiation of terms (including rates acceptable to both the Panama City-Bay County Airport and Industrial District and the selected firm), and the availability of an appropriation. The contract is non-exclusive. The Board of Directors reserves the right, at its sole discretion, to contract with other firms for engineering and other professional services.

B. SCOPE OF SERVICES

The successful Respondent shall perform all work in a timely manner and shall be responsible for ensuring coordination of its work with the Airport. The Panama City-Bay County Airport and Industrial District requires all services performed by the firm to comply with acceptable engineering practices and regulations. Said services may include, but will not be limited to, the following:

- Building Design and Construction
- Roadway Design and Construction
- Taxiway Construction and Reconstruction
- Runway Construction and Reconstruction
- Aircraft Parking Apron Construction
- Parking Facility Design and Construction
- Land Acquisition
- Drainage and Stormwater Related Projects
- Airfield Lighting Improvements
- Tenant Facility Relocation
- Project Inspection
- Construction Management Services
- Airport Planning and Design
- Regulatory Compliance
- Mitigation Efforts
- Grant Applications and Compliance

Appendix A is a listing of Airport projects included in the most recently completed Airport Master Plan and the Master Plan Update that is currently underway, along with estimated costs as set forth in the current Transportation Planning Organization Project Priority List for inclusion in the proposed Florida Department of Transportation Five-Year Work Program. Please note that inclusion of a project in this list does not guarantee that such work will be undertaken, nor does it guarantee that professional services awarded under this contract will be designated for the project.

The Engineer/Consultant's responsibilities for the above-mentioned scope of services may include, but not be limited to, the following:

1. **Preliminary Phase** – This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some activities within this phase of a project include:
 - a. Conferring with the sponsor on project requirements, finances, schedules early phases of the project and other pertinent matters and meeting with the FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. **Design Phase** – This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings and contract specifications.
 - f. Providing to the Airport final “As-Built” drawings, plans, contract documents and other information as requested in electronic and/or hard copy formats at the conclusion of a project.
3. **Bidding or Negotiation Phase** – Assisting the sponsor in advertising and securing bids, ensuring compliance with contract requirements, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
4. **Construction Phase** – This phase includes all basic services rendered after the award of a construction contract including, but not limited to, the following activities:
 - a. Providing consultation and advice to the sponsor during all phases of construction.
 - b. Representing the sponsor at preconstruction conferences.
 - c. Inspecting work in progress periodically and providing appropriate reports to the sponsor. Inspection shall include steps necessary to ensure compliance with Disadvantaged Business Enterprise (“DBE”) criteria in the construction contract.
 - d. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - e. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.

- f. Preparing and negotiating change orders and supplemental agreements.
 - g. Observing or reviewing performance tests required by specifications.
 - h. Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
 - i. Approval of invoices prior to payment processing and ensuring invoice submittals include all required inspection and DBE reports.
 - j. Making final inspections and submitting reports of the completed projects to the sponsor.
5. **Special Services** – The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the Airport District to implement one or more phases of a project, or may be employed by the principal consultant via a subcontract agreement. In certain circumstances, these services may be performed by the principal consultant. Some examples of special services that might be employed for Airport projects include:
- a. Soils investigations including core sampling, laboratory tests and related analyses and reports.
 - b. Detailed mill, shop and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
 - g. Special environmental studies and analyses.
 - h. Land mitigation efforts including controlled burning.
 - i. Expert witness testimony in litigation involving specific projects.
 - j. Project feasibility studies.
 - k. Public information and community involvement surveys, studies and activities.
 - l. Preparation of as-constructed plans.
 - m. Assisting the sponsor in the preparation of necessary applications for local, state and federal grants.
 - n. Preparation of or updating the Airport Layout Plan.
 - o. Preparation of property maps.
 - p. Construction management.
 - q. Preparation of a Quality Control Plan.
 - r. Preparation of Final Reports.
 - s. All other Engineering Services as assigned.

C. EVALUATION CRITERIA

All properly submitted proposals will be reviewed and evaluated by the Airport. The Evaluation Committee will be comprised of an Airport Board Member and Airport Staff. By submitting a response to this RFQ, Submitter accepts the evaluation process and acknowledges the determination as judged by the Evaluation Committee will be recommended for selection. Further, the Airport may elect to reject all proposals and/or elect not to select any Consultant.

The Evaluation Committee will make the final judgment and determination as to which Firm is best qualified to perform the requested services and will employ such analysis techniques as it deems necessary to make such judgment. The Evaluation Committee may request submission of additional information and/or an interview with selected Firms to assist in the evaluation process.

Upon review and evaluation of all qualifying proposals, including any interviews that the Airport may require, the Evaluation Committee will select and recommend the Proposer that, in its sole judgement, is most responsive in meeting the requirements and objectives of this RFQ as set forth below. The Evaluation Committee's ranking will then be adopted by the Airport's Board of Directors at a public meeting of the Board or the Board will modify and adopt a ranking and state with particularity on the record its reasons for rejecting or modifying the Evaluations Committee's ranking.

Criteria	Description
Key Personnel	Key personnel's professional background, caliber, physical location and availability for proposed services/projects.
References	Proposer will be evaluated on the extent and quality of the references provided.
Experience	Capability to perform all or most aspects of proposed projects such as planning, environmental evaluations, financial analysis, architectural design and mechanical, electrical and civil engineering.
	Recent experience in airport projects comparable to proposed projects.
	Evidence that the firm has established and implemented an Affirmative Action Program.
	Current workload.
	Recent experience in special areas associated with airport projects such as energy conservation and life-cycle costing. Capability to conduct a value engineering study for projects that are particularly complex or have unique features.
	Demonstrated ability to meet schedules or deadlines.
	Capability to complete projects without having major cost escalations or overruns.
	Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.
	Quality and complexity of projects previously undertaken.
	Familiarity with and proximity to the geographic location of projects.
	Knowledge of FAA regulations, policies and procedures.
	Experience in completion of FAA, FDOT, FEMA and other applicable grant applications. Ensuring deadlines are met.

	Capability of a branch office which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
	Demonstration of an understanding of any project's potential problems and the sponsor's special concerns.
	Degree of interest shown in undertaking projects.
	Capability to incorporate and blend aesthetic and architectural concepts with project designs while accomplishing the basic requirements that transportation facilities be functional, safe and efficient.
	Capability to furnish qualified inspectors for construction inspection.
Oral Presentation	During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's submittal. Not all firms may be asked to make such oral presentations.
Other	DBE participation.
	Proposer will be evaluated on the extent and quality of the submission response.
	Acceptability of Airport's Professional Services Agreement.

D. PROJECT SCHEDULE*

The following describes the estimated timeline for this RFQ process:

Date	Task	Remarks
Week of 11/25/2020	RFQ Package Available	www.iflybeaches.com/airport-authority/business-at-ecp
12/3/2020	Pre-Proposal Semi-Virtual Meeting (Non-Mandatory)	Thursday 2:00 PM (Zoom link to be provided)
12/10/2020	Last Day for Questions	Thursday 2:00 PM
12/14/2020	Answers posted on Website	Tuesday 5:00 PM
1/12/2021	RFQ Submittals Due	Tuesday 2:00 PM
1/19/2021	RFQ Submittal Evaluations and Ranking by the Evaluation Committee	Tuesday 1 :00 PM
1/27/2021	Finalists Presentations (if requested)	Wednesday 9:00 AM
1/27/2021	Final Ranking and Selection Approved by Airport Board	Wednesday 9:00 AM
<p><i>* Estimated timeline above is tentative and subject to change.</i></p> <p>All times are Central Time</p>		

**Appendix A
Potential Projects List**

<u>Submitted 2021 for 2022 - Proposed</u>	Estimated Total Project Budget
Environmental Mitigation (5 of 8)	\$ 143,676
ARFF Vehicle	\$ 950,000
Hurricane Mitigation (2 of 6)	\$ 1,406,161
Facility Rehabilitation - Doors/Equipment	\$ 274,000
OB Baggage Expansion - DESIGN	\$ 780,000
Commercial Apron Expansion - DESIGN	\$ 700,960
Crosswind Runway - DESIGN	\$ 3,000,000
Acquire RPZ property for Runway 21	\$ 400,000
North Concourse Expansion Phase I - DESIGN	\$ 1,795,000
<u>Submitted 2022 for 2023 - Proposed</u>	
Environmental Mitigation (6 of 8)	\$ 143,676
Hurricane Mitigation (3 of 6)	\$ 744,887
OB Baggage Expansion - CONSTRUCTION	\$ 5,307,120
Screening Checkpoint - DESIGN	\$ 691,000
CBP International Facility -DESIGN	\$ 411,740
Runway/Taxiway Improvements - Joint Seal	\$ 1,000,000
Commercial Apron Expansion - CONSTRUCTION	\$ 3,504,800
Upgrade Airport Security System	\$ 1,000,000
Vehicle Parking Expansion - Phase I - DESIGN	\$ 274,000
<u>Submitted 2023 for 2024 - Proposed</u>	
Environmental Mitigation (7 of 8)	\$ 143,676
Screening Checkpoint - CONSTRUCTION	\$ 7,338,240
Environmental Assessment Continuing	\$ 500,000
CBP International Facility - CONSTRUCTION	\$ 2,058,700
Hurricane Mitigation (4 of 6)	\$ 744,887
North Concourse Expansion Phase I - CONSTRUCTION	\$ 7,862,400
Vehicle Parking Expansion - Phase I - CONSTRUCTION	\$ 2,771,000
Rehabilitate Vehicle Access Road	\$ 2,075,000
<u>Submitted 2024 for 2025 - Proposed</u>	
Environmental Mitigation (8 of 8)	\$ 143,676
Hurricane Mitigation (5 of 6)	\$ 646,449
Security System Upgrade	\$ 2,000,000
Pave Perimeter Security Road (CONSTRUCTION)	\$ 2,369,000
<u>Submitted 2025 for 2026 - Proposed</u>	
Hurricane Mitigation (6 of 6)	\$ 646,449
Airport West Bay Parkway Pavement Rehabilitation Milling and Overlay	\$ 4,520,000
Expand Cell Phone Parking Lot	\$ 400,000
Airport Maintenance Building Expansion	\$ 500,000
Terminal Building Emergency Power Generator	\$ 1,600,000
Capital Equipment	\$ 600,000
ARFF Vehicle	\$ 800,000

***** End of Objective and Scope of Services *****

IV. RFQ RESPONSE REQUIREMENTS

The Airport does not desire voluminous submissions; therefore, please limit your presentation to essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFQ. The Airport will not reimburse costs associated with development of proposals, interviews or presentations.

Submittals must contain the following information, in the following order:

1. Title Page

Title page showing the firm's name, the name, address, telephone number, fax number and e-mail address of the contact person and the date of the Statement of Qualifications.

2. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone number and email address of the Proposer and the executive that has the authority to contract with the Airport. The cover letter shall also include a statement as to the firm's understanding of the work to be done and why it believes itself to be the most qualified to perform the engagement. Please provide a summary of your firm's history, qualifications and its experience in the type of services requested in this RFQ.

3. Table of Contents

4. Detailed Statement of Qualifications

General Requirements:

Detailed Statement of Qualifications and Experience following the order set forth below. Submittals that do not follow this recommended format outline may be deemed unresponsive and disqualified from the process. In addition, failure on the part of a Firm to provide the required documentation may be cause for elimination from consideration.

The purpose of this section is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the engineering services of the Panama City-Bay County Airport and Industrial District in conformity with the requirements of this request. As such, the substance of information submitted will carry more weight than the form or manner of presentation.

THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE STATEMENT OF QUALIFICATIONS. Fees will be negotiated with the highest ranked firm(s) after evaluation and ranking of the firms have been completed.

The submittal shall address all of the points outlined in this request (excluding any cost information). The submittal should be prepared simply and economically, providing a straightforward, concise description

of the firm’s capabilities to satisfy the requirements of this request. While additional data may be presented, the following subjects, items a. through e., must be included.

a. Independence

The firm shall provide an affirmative statement that it is independent of the Panama City-Bay County Airport and Industrial District, its Board members and its staff.

The firm shall also list and describe the firm’s and proposed subcontractors’ professional relationships involving the Panama City-Bay County Airport and Industrial District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed engineering services.

b. License to Practice in the State of Florida

An affirmative statement shall be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Florida.

c. Firm Qualifications and Experience

The submittal shall state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. The firm shall also state whether it is local, regional, national or international in operations.

If the submittal is based on a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified, and the firm that is to serve as the principal engineer shall be noted, if applicable.

The submittal shall include a description of the range of services performed by the local office.

The firm is also required to submit a copy of the report on its most recent external quality control review or peer review, if applicable.

The firm shall provide an affirmation that the firm meets all specific requirements imposed by state or local law or rules and regulations.

d. Staff Qualifications and Experience

Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists who will be assigned to this engagement, including staff from other than the local office. Indicate whether each such person is registered or licensed to practice as a Certified Engineer in the State of Florida. Provide information on the engineering experience of each person, including information on relevant continuing professional education for the past three (3) years, and membership in professional organizations relevant to the performance of this engagement.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate which staff member(s) will be local and which staff member(s) will be remote. Discuss how the quality of staff over the term of the agreement will be assured. Include an organizational

diagram that clearly shows the principal distribution of professional and supervisory personnel. If a change is required between submittal and award, the firm must notify the Airport of the proposed replacement.

The firm shall identify the extent to which staff to be assigned to this engagement shall reflect the Panama City-Bay County Airport and Industrial District's commitment to Affirmative Action.

Managers, supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Panama City-Bay County Airport and Industrial District. However, in either case, the Panama City-Bay County Airport and Industrial District retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for Statements of Qualifications can only be changed with the express prior written permission of the Panama City-Bay County Airport and Industrial District, which retains the right to approve or reject replacements.

Other engineering personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.

e. Similar Engagements with Other Airports or Governmental Entities

For the firm's office that will be assigned responsibility for this engineering contract, list the most significant engagements performed in the last five (5) years that are similar to the services described in this request for Statement of Qualifications.

These similar engagements shall be ranked on the basis of engagement size. Indicate the scope of work, date, engagement partners and the name and telephone number for the principal client contact.

This same information shall be provided on other engineers who will participate in this proposed agreement, but who are not part of the lead firm.

f. Any additional information which will allow the selection committee the ability to properly evaluate the proposals.

5. DBE Status

Indicate whether firm and/or sub-contractors are a Disadvantaged Business Enterprise (DBE).

6. Current Workload

Provide a list of projects and/or contracts for which the firm is currently responsible. Provide a list of any projects and/or contracts the firm will be responsible for through December 2025.

7. Insurance Coverage / Bonding Capacity

Provide information regarding your insurance coverages and bonding capacity. List applicable coverage. Reference section I. Instructions for Statements of Qualifications, L. Insurance Requirements.

8. Legal Actions

If applicable, provide information on pending or past legal actions at federally-obligated airports within the past five (5) years for the Submitter.

9. Agreement to sign sample Professional Services Contract

Any requested changes to the Professional Services Contract (Attachment 1) shall be indicated. Requested changes may or may not be considered.

10. Required Forms

Provide executed copies of Required Forms as listed below:

The following forms MUST be completed by the Submitter and attached to the proposal. Failure to submit these forms may be grounds for disqualification of the Submitter from consideration.

1. Statement of Qualifications Certification
2. References
3. Non-Collusion Affidavit Form
4. Anti-Lobbying Form
5. Debarment Certification
6. Trade Restriction Certification
7. Trafficking in Person
8. Acknowledgement of Addenda *(even if none are issued)*
9. Sworn Statement Pursuant to Section 287.133 (3)(A) Florida Statutes on Public Entity Crimes
10. Disadvantaged Business Enterprise Statement

***** End of RFQ Response Requirements *****

REQUIRED FORM #1

STATEMENT OF QUALIFICATIONS CERTIFICATION

RFQ# 2020-ENGINEERING SERVICES

In compliance with the Request for Proposals and subject to all conditions thereof, the undersigned certifies that all information contained in this Statement of Qualifications is accurate and true and that any misrepresentation herein is grounds for non-consideration, or dismissal in the event of selection or contract award by the Airport.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP+4

COMPANY TELEPHONE NUMBER

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. *(if applicable)*

SCDOT DBE NAICS Codes *(if applicable)*

REQUIRED FORM #2

REFERENCES

List a minimum of three (3) references of individuals who can attest to the Submitter’s experience. Provide the name, telephone number, and email address of at least three (3) appropriate references familiar with the quality of work done by the firm on similar projects. (use additional sheets if necessary)

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

ENTITY _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL ADDRESS _____

REQUIRED FORM #3

NON-COLLUSION AFFIDAVIT FORM

STATE OF _____)

COUNTY OF _____)

_____)
being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Submittal that such submittal is genuine and not collusive or sham; that said Submitter has not colluded, conspired, connived, or agreed, directly or indirectly with any SUBMITTER or person, to put in a sham Statement of Qualifications, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other SUBMITTER or to fix any overhead, profit or cost element of said Submittal or of that of any other SUBMITTER or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Submittal are true; and further, that such SUBMITTER has not, directly or indirectly submitted this Statement of Qualifications, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Submitter)

Sworn to and subscribed before me this _____ day of _____, 20____.

_____ State: _____ County: _____
(Notary Public in and for)

My commission expires _____, 20____.

REQUIRED FORM #4

ANTI-LOBBYING FORM

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf
(name and title of Submitter's official)

of _____, to the best of my knowledge and belief, that:
(name of Submitter)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

REQUIRED FORM #5

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT
(BIDDER OR OFFEROR CERTIFICATION)**

By submitting a proposal under this solicitation, the Submitter certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONSULTANTS / CONTRACTORS REGARDING DEBARMENT
(LOWER TIER CONTRACT CERTIFICATION)**

The successful Submitter, by administering each lower tier subcontract that exceeds twenty-five thousand dollars (\$25,000) as a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME

TITLE

REQUIRED FORM #6

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Submitter certifies that with respect to this solicitation and any resultant contract, the Submitter -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Submitter must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

SIGNATURE OF CONSULTANT

DATE

TITLE

REQUIRED FORM #7

TRAFFICKING IN PERSONS

I, _____, hereby certify on
(name and title of submitter’s official)

behalf of _____ that:
(name of submitter)

Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

- (1) Engaging in serve forms of trafficking in persons during the period of time that the agreement is in effect;
- (2) Procuring a commercial sex act during the period of time that the agreement is in effect;
or
- (3) Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

- (1) Is determined to have violated the Prohibitions; or
- (2) Has an employee who the FAA determines has violated the Prohibitions through conduct that is either –
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or sub-recipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by the FAA at 49 CFR Part 29.

Executed this _____ day of _____, 20 _____.

By: _____
(signature of authorized official)

(title of authorized official)

REQUIRED FORM #8

ACKNOWLEDGEMENT OF ADDENDA

Submitter hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company: _____

Authorized Signature: _____

Print Name: _____

REQUIRED FORM #9

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District by _____
(print individual’s name and title)

for _____
(print name and entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “Public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are actively in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are actively in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 202_.

Personally known _____ or produced identification _____.

Notary Public

My commission expires _____

REQUIRED FORM #10**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as: defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's 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 Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **7.98% for FY 2021, 6.30% for FY 2022, and 8.09% for FY 2023, resulting in an overall goal of 7.46% for all FAA-AIP funded projects.**
8. **AVAILABLE DBEs** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBEs (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBEs for the work. Other DBEs may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBEs

MBE Subcontractors

Names/Addresses/ Identity

Subcontract Work Description

WBEs

Women Subcontractors

Names/Addresses/ Identity

Subcontract Work Description

OSEs*

Other Socially and Economically
Disadvantaged Subcontractors within
the DBE Group

Names/Addresses/ Identity

Subcontract Work Description

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;
and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

10. CONTRACTOR ASSURANCE - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the General Conditions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

- 11. PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

Attachment 1

SAMPLE PROFESSIONAL SERVICES CONTRACT