



***Bishop International Airport • FNT***

**NOT THE ONLY WAY TO FLY. JUST A BETTER ONE.**

# **REQUESTS FOR QUALIFICATIONS**

**FOR**

# **CONSULTING SERVICES RELATED TO DBE AND ACDBE REQUIREMENTS**

11/22/2021

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## ADVERTISEMENT FOR PROPOSALS

Sealed proposals from experienced firms capable of providing services identified in the Scope of Work to include Disadvantaged Business Enterprise (DBE) and Airport Concessionaire Disadvantage Business Enterprise (ACDBE) Consulting Services will be received from Proposers at the time and place indicated below and will be evaluate in accordance with the conditions stated in this Request For Qualifications (RFQ) package.

Sponsor of Project:

Bishop International Airport Authority

Scope of Services Overview:

Provide consulting services to Bishop International Airport Authority regarding DBE and ACDBE reporting requirements, contract review and provisions, and certification.

Request for Proposal Packages:

May be picked up starting November 22, 2021 at:

Bishop International Airport Authority  
Main Terminal – Administration Office  
G-3425 West Bristol Road  
Flint, MI 48507

OR

Downloaded from the web at:

<https://www.bishopairport.org/business-fnt/business-opportunities/public-notices-bid-opportunities>

**\*\*\*NOTE FOR PROPOSERS DOWNLOADING DOCUMENTS FROM THE WEBSITE\*\*\***

**In order to receive addendums or changes, Proposers must notify the airport via email to [cyeates@bishopairport.org](mailto:cyeates@bishopairport.org) of their intent to provide a proposal in order to receive addenda, if any.**

PRE-BID Meeting:

A non-mandatory pre-bid meeting will be hosted by Bishop International Airport on December 8, 2021 at 11:30am in the Sharp Conference Room and will be broadcast via zoom at <https://us02web.zoom.us/j/83498133034?from=addon>.

Proposal Submission/Deadline:

Sealed proposals will be received by Bishop International Airport Authority Airport office until **4:00pm Eastern Standard Time on January 13, 2022.** ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

Dated and signed at Flint, County of Genesee, Michigan this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Owner/Authority:

Bishop International Airport Authority

By:

*Christopher Yeates, A.A.E.*

Christopher Yeates  
Chief Operating Officer

## INSTRUCTIONS TO PROPOSERS

Bishop International Airport Authority (Authority), Flint, Michigan

1. The Authority is seeking to enter an agreement with an appropriately qualified firm to provide consulting services as exemplified in the Scope of Services for three (3) years, with an option for two (2) additional one (1) year terms. The Proposer shall demonstrate excellence in providing consulting services associated with DBE and ACDBE plans.
2. It is the intent of this Request for Qualifications to define requirements in sufficient detail to secure comparable proposals. Proposals shall be in accordance with Proposal document requirements. Proposals not confirming to the requested format or not in compliance with the specifications will be considered non-responsive.
3. The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this proposal. All materials and documents submitted in response to this proposal become the property of the Authority and will not be returned.
4. The Authority reserves the right to accept or reject any or all Proposals, to waive irregularities, and to accept a Proposal which, in the Authority's opinion, is the most responsive and responsible Proposer who is determined by the Authority to be in its best interests.
5. The Award of Contract is subject to the approval of the Bishop International Airport Authority Chief Executive Officer, and availability of funding.
6. COMPLIANCE WITH LAW
  - a. The Proposer covenants and agrees that he/she and his/her agents and employees will comply with all local, state, and federal laws, applicable national and local codes, Bishop International Airport Rules and Regulations applicable to the work to be conducted under this RFQ and that he/she shall obtain all necessary permits, fees and licenses necessary for the proper execution and completion of the work assigned, pay all required fees and taxes, and otherwise perform these services in a legal manner. Bishop International Airport Rules and Regulations are available upon request. The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve him/her from responsibility.
7. Sealed Cost Proposals for specified services will be received by the Authority as:
  - a. Hourly service rates as indicated in the Cost Proposal.
  - b. Estimated Cost of Basic Deliverables related to ACDBE and DBE Consulting Services.
8. Proposals will be received by the Authority at Bishop International Airport Authority, Flint, Michigan on January 13, 2022 by 4:00pm.

9. Proposers may obtain RFQ Documents from the Administrative Office of Bishop International Airport Authority beginning November 22, 2021 during regular business hours, or downloaded at <https://www.bishopairport.org/business-fnt/business-opportunities/public-notices-bid-opportunities>. No deposit is required. The Administrative Office of Bishop International Airport Authority is located at G-3425 West Bristol Road, Flint, MI 48507. 810-235-6560. RFQ Documents include: Advertisement for Proposals, Instructions to Proposers, General Conditions, Proposal Submission Checklist, Proposal Contents, Scope of Services, Evaluation of Proposal, and Contract Provisions.

**\*\*\*NOTE FOR PROPOSERS DOWNLOADING DOCUMENTS FROM THE WEBSITE\*\*\***

**In order to receive addendums or changes, Proposers must notify the airport via email to [cyeates@bishopairport.org](mailto:cyeates@bishopairport.org) of their intent to provide a proposal in order to receive addenda, if any.**

10. If any Proposer is in doubt as to the true meaning, spirit and/or intent of the RFQ Documents, the Proposer may make request for interpretation thereof, provided said request is received by the Authority No Later Than (NLT) 5:00pm on December 17, 2021 to allow sufficient time for the Authority to issue an addendum, if any. Any interpretation of the RFQ Documents, if made, will be by Addendum only, duly issued to each known Proposer receiving a copy of the RFQ Documents. The Authority is not responsible for any other explanations or interpretations made prior to the closing time set for receipt of Proposals. **No explanation or interpretation made orally will be considered binding.** In the event any addendums are issued, proposers shall complete and return the Acknowledgement of Addenda form with their proposal.

The Authority is committed to providing all interested parties with accurate and consistent information in order to ensure that no proposer obtains an undue competitive advantage. To this end, from the date of this RFQ through award of agreement, the sole Authority contact and Authority Project Manager for DBE and ACDBE Consulting Services is:

Christopher Yeates, A.A.E.  
Chief Operating Officer  
G-3425 W. Bristol Road  
Flint, MI 48507  
[cyeates@bishopairport.org](mailto:cyeates@bishopairport.org)

11. This document outlines the prerequisites, selection process and documentation necessary to submit a Proposal for the requested services. Before submitting a Proposal, Proposers shall carefully examine all Specifications and other proposed RFQ Documents in order to avoid omissions or duplications. Submission of a Proposal signifies that the Proposer has reviewed the documents, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid by the successful Proposer, due to said successful Proposer's failure to be so informed.
12. Proposals shall be submitted on the forms provided and shall be delivered in sealed, opaque envelopes bearing the following inscriptions:

**DBE/ACDBE CONSULTING SERVICES  
RFQ DOCUMENTS – PLEASE KEEP SEALED**

Address all Proposals to: Bishop International Airport Authority  
ATTN: Christopher Yeates, A.A.E.  
G-3425 West Bristol Road  
Flint, Michigan 48507

13. Proposers shall delete from their Proposal, all State of Michigan sales taxes and any Federal Excise Taxes. The Authority is tax exempt. A certificate will be submitted if required.
14. A Proposal may not be withdrawn or cancelled by a Proposer for a period of ninety (90) days following the time and date set for receipt of Proposals.
15. Negligence in preparation, improper preparation, errors in or omissions from Proposals shall not relieve a Proposer from fulfillment of any and all obligations and requirements of the Proposal.
16. No responsibility shall attach to the Authority, or the authorized representatives for the premature opening of any Proposal that is not properly addressed and identified.
17. Each Proposers shall provide one (1) original and two (2) copies of their proposal.
18. Each Proposer shall execute the Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, corporation, or Authority employee, in regards to the Proposal submitted.
19. If a Proposer should find discrepancies or omissions in these RFQ Documents, he/she should at once notify the Chief Operating Officer of the Bishop International Airport Authority.
20. The contract shall be subjected to the contract provisions including: Non-Discrimination, Waiver and Breach, No Conflict, and Dispute Resolution. A complete list of the contracting provisions is included in these RFQ Documents. Each Proposer is individually responsible for the careful examination of the Scope of Services, Forms, and all requirements service. The failure or omission by any Proposer to do so shall in no way relieve any Proposer from any obligations with respect to its proposal.
21. Any information received within the proposal will be considered part of the public record for this RFP process and a public record subject to disclosure.
22. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
  - a. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, religion, age, marital status, sexual orientation, national origin, or the presence of any

sensory, mental or physical disability in consideration of an award or performance of this contract. The Authority requires participation by all firms qualifying under this solicitation regardless of business size or ownership.

- b. The Authority further encourages Proposers to utilize DBE subcontractors throughout this agreement. Any anticipated DBE subcontractor participant or recently utilized DBE subcontractors shall be listed and included in the Contractor DBE Commitment Form.

## 23. AWARD OF PROPOSAL

- a. The Proposal will be awarded based on the results of the proposal evaluations to that responsive and responsible Proposer whose Proposal conforms to this solicitation, will be most advantageous to the Authority, price, experience and other factors will be considered as identified in the Scope of Services.
- b. All proposals will be reviewed by Authority Staff and will recommend to the Authority's Chief Executive Officer, the proposal that best meets the Authority's needs and requirements. Unsuccessful Proposers will not automatically be notified of Award results.
- c. It is further desired that the RFQ process will establish an expected hourly labor rate of the Contract and ensure cost competitiveness among Proposers. Interested parties are urged to carefully review the requirements of the RFQ Document.
- d. The Authority reserves the right to accept or reject any or all bids, award multiple agreements to more than one Proposer, to negotiate with any proposers, and to waive informalities and minor irregularities in proposals received.
- e. The Authority reserves the option of awarding this agreement in any manner most advantageous for the Authority.
- f. No contract or agreement of any kind arising out of this Proposal and/or negotiations shall be binding or valid against the Authority, its departments, officers, employees, or agents unless such contract or agreement is in writing and has been authorized by the Bishop International Airport Authority Chief Executive Officer and signed by the Chief Executive Officer, or his designee.

## 24. TERM OF AGREEMENT

- a) The term of any awarded agreement for DBE and ACDBE Consultant shall be three (3) years commencing January, 2022. At the Authority's option with CEO approval, two (2) additional one (1) year terms may be exercised.

## 25. PREPARATION AND SUBMISSION OF PROPOSAL

- a. A complete Proposal must include the following items:
  - i. Letter of Submittal
  - ii. Executive Summary

- iii. Organization and Key Personnel Experience and Qualifications
  - iv. Understanding Scope and Approach
  - v. Signed Non-Collusion Affidavit
  - vi. Signed Proposal Affidavit
  - vii. Completed and Signed Contractor DBE Commitment Form
  - viii. Completed Cost Proposal and Labor Rates Form
  - ix. Acknowledgement of Addenda(s)
  - x. Certification of Insurance
- b. The Proposer must submit his/her proposal on the forms furnished by the Authority. All blank spaces in the proposal forms must be correctly filled in where indicated and the Proposer must state the price(s) in numerals. Where applicable, the unit process shall govern.
- c. Proposals shall be submitted as indicated in the “Proposal Form” and shall be signed in ink by an official of the firm before submitting the proposal.
- d. Erasures or other changes in a proposal shall be explained or noted over the signature of the Proposer.
- e. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected by the Authority.
- f. Each proposal shall indicate the full business name and address of the Proposer and shall be signed by him/her with his/her usual signature.
- g. The Proposer must supply all information required.

26. PROCUREMENT SCHEDULE

Action	Date
RFQ Issued and Available	November 22, 2021
Non-Mandatory Pre-Bid Meeting	December 8, 2021
Final Day to Submit Written Questions	December 17, 2021
Authority Staff issues response to questions	December 22, 2021
Proposals due by 10:00am EST	January 13, 2022
Anticipated Contract Award	January 25, 2022

27. PAYMENT TO CONTRACTORS

- a. The Proposer shall be paid for the project work using local Authority funds. The Authority will expedite payments to the Proposer to the degree possible.
- b. Following is the typical procedure that will be used in making payments to the Proposer.



- i. Payments will be made on a monthly basis for services assigned and will be paid within 30 days of completion of work to the satisfaction of the Authority.
- ii. Payment for any additional services will be paid within 30 days of completion of work to the satisfaction of the Authority.

## 28. RIGHTS RESERVED

In addition to all other rights reserved, the Authority reserves the following rights:

- a. To extend the date for submittal of responses.
- b. To request additional information and data from any or all Proposers.
- c. To supplement, amend, or otherwise modify the RFQ through addenda issued.
- d. To cancel this RFQ with or without substitution of another RFQ.
- e. To reissue this RFQ.
- f. To make such reviews and investigations, as it considered necessary and appropriate, for evaluation of the Proposals.
- g. To not select any Proposer if the proposed price is more than the Authority's budget for the work.
- h. To reject any Proposal in the event that the Authority's analysis of the Proposer's financial status and capacity indicates, in the Authority's judgement, that the Proposer is not able to successfully perform the work.
- i. To cancel the RFQ process in the event only one Proposal is received by the deadline.
- j. To deem a Proposal non-responsive if the Authority obtains information from any reference check that reveals concerns about the Proposer's past performance or their ability to successfully perform the work.

## GENERAL CONDITIONS

- A. It is not the intent of the specifications to preclude reputable consultants from participating. It is the intent of the specifications to secure for the Authority the services which will be most suitable for its need as described in the scope of services.
- B. The Airport has made every effort to include enough information within this RFQ for all Proposers to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFQ may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be further considered.
- C. This agreement is for consulting services related to DBE and ACDBE compliance.
- D. CIVIL RIGHTS

In connection with the performance of work under this Proposal, the Proposer agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Proposer hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220 Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Proposer hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Proposal.
  2. The successful Proposer will be required to comply, and must comply, with all laws and regulations of the Bishop International Airport Authority, State of Michigan and the United States.
- E. The labor rate quoted shall be for the requested services and other similar services in accordance with the specifications.
  - F. The successful Proposer shall assume full responsibility for all materials, workmanship, and accessories, whether of his/her manufacturer or by Proposer selected subcontractors.
  - G. Submission of a Proposal will be construed as a conclusive presumption that the Proposer is thoroughly familiar with the RFQ Documents and Specifications and that the Proposer understands and agrees to abide in strict accordance with each and all of the stipulations and requirements contained therein.

#### H. FREEDOM OF INFORMATION ACT

The Authority is subject to the Freedom of Information Act, 5 U.S.C. § 552. Accordingly, notwithstanding any claim of confidentiality or that any or all of the Proposer's submittal contains proprietary information, the Proposer understands by its submission of a proposal that such proposal may be disclosed pursuant to a public records request.

#### I. INDEMNIFICATION

The Proposer hereby agrees to indemnify, defend, save and hold harmless the Bishop International Airport Authority (Authority), its officers, directors, agents, employees and representatives against any and all loss, claims or suits (including costs and attorney fees), which any or all of them may hereafter incur, be responsible for or pay out, as a result of the Proposer's or any other person's performance of the work including, without limitation, claims alleging negligence on the part of the Authority in supervision or inspection of the work or enforcement of Proposal provisions; claims alleging the creation or failure to correct or warn of dangerous or hazardous conditions on or about the job site or the completed work; claims alleging lack of compliance with common law or administrative rules and regulations relating to safety on or about the job site; and, claims alleging the failure on the part of the Bidder to provide or assure a safe place in which to work; provided, however, that said duty to defend and indemnify shall not apply:

1. As to the Authority, in the event the claim, damage, loss, or expense is allegedly caused or is caused by the sole negligence of either the Authority or its respective agents or employees; but the duty to defend and indemnify shall apply in the event the claim, damage, loss or expense is allegedly caused or is caused by the joint or concurrent negligence of the Proposer, or their agents or employees.

Upon the filing with the Authority of a claim for damages arising out of an incident for which the Proposer agrees to indemnify, defend, save and hold the Authority harmless, the Authority shall notify the Proposer of such claim. Any final judgment rendered against the Authority, for any cause for which the Proposer is liable hereunder shall be conclusive against the Proposer as to liability and amount, provided the Authority has notified the Proposer of such claim as provided from above.

#### J. DEFAULT

Default is defined as the failure of the Proposer to fulfill the obligations of the Proposal, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified. In case of the default of the Proposer, the Authority may cancel the Proposal and procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned thereby.

#### K. INSURANCE

To protect the Authority, the contractor for this contract shall be adequately covered with liability insurance. All required insurance must be in effect and so continue during the life of the agreement in not less than the following amounts:

1. Workers' Compensation Insurance in compliance with the Workers' Compensation laws of the State of Michigan.
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 per occurrence including bodily injury and property damage liability.
3. Professional liability insurance.

A Certificate of Insurance showing that this minimum amount of coverage is currently in force shall be included in the Proposal package for the Proposal to be considered. Upon awarding a contract, the consultant shall provide the Authority with a certificate of insurance naming the Authority, Genesee County, and the City of Flint and their respective directors, officers, agents, appointed officials, and employees as additional insureds. Additional insurance may be required at recommendation of the Authority's insurance specialist.

#### L. PROTEST APPEAL PROCEDURE

In accordance with the Authority's Purchasing Policy, a Protester may file with the Authority's Chief Executive Officer a protest about any or all of the following:

1. Alleged defects in a Competitive Solicitation process;
2. A contract award recommendation reached through a Competitive Solicitation process;  
or
3. Award of a contract.

In order for a protest to be valid, the Protester shall file the protest prior to award of the contract to which it relates, unless the Protester did not know and could not have known of the facts giving rise to such protest prior to the contract award. In such cases, the protest must be filed within 3 business days after the award of the contract to which the protest pertains. A Protester shall be deemed to have known of the facts giving rise to its protest prior to the contract award if the Authority sent notice of the contract award recommendation to the Protester at least 5 business days prior to the award of the contract.

In order for a protest to be valid, it shall be filed in writing and include the following information:

- A. Name, address, telephone number, and email of the Protester.
- B. Description of the Competitive Solicitation to which the protest relates.
- C. A detailed statement of the legal or factual grounds, or both, for the protest. The protest shall include copies or specific reference to all documents, statutes or other materials the Protester wants the Authority to consider, and the Authority may, but need not, consider any data or material not included with or made specific reference to in the protest.
- D. A statement of the relief requested by the Protester.

The contract award process shall not proceed further until the Authority makes a written determination about the merits of the protest, unless the Authority, in consultation with the General Counsel, determines in writing that:

- a) The protest does not provide sufficient information to make a determination on its merits; or
- b) Award of the contract without delay is necessary to protect the Authority's best interests.

If the Authority determines that the protest is without merit, the solicitation or contract award process may continue.

If the Authority determines that the protest is with merit, then the Authority shall recommend relief to address the protest to the Chief Executive Officer, and the Authority shall provide any relief approved by the Chief Executive Officer. No matter the outcome, the Authority shall provide the Protester with the outcome of the protest along with a description of how the Authority reached such outcome.

Failure to meet any applicable deadline for a protest shall constitute a waiver of any and all rights to protest.

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## PROPOSAL SUBMISSION CHECKLIST

Refer also to Proposal Contents

The following information and documents must be submitted in the order noted below as part of the sealed proposal for the proposal to be considered responsive:

	<b><u>Attached or Included</u></b>
1. Letter of Submittal	Yes _____ No _____
2. Executive Summary	Yes _____ No _____
3. Organization's and Key Personnel's Experience and Qualifications	Yes _____ No _____
4. Understanding of Scope and Approach	Yes _____ No _____
5. Non-Collusion Affidavit	Yes _____ No _____
6. Proposal Affidavit	Yes _____ No _____
7. Consultant DBE Commitment Form	Yes _____ No _____
8. Cost Proposal and Labor Rates Authority Cost Proposal/Labor Rates Form	Yes _____ No _____
9. Acknowledgement of Addenda(s)	Yes _____ No _____
10. Certification of Insurance	Yes _____ No _____

**Submission Due Date: January 13, 2022 – 4:00pm**

Complete Package: Yes \_\_\_\_\_ No \_\_\_\_\_

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## PROPOSAL CONTENTS

### **Preparation of Proposal:**

Proposals shall be submitted in a 3-ring binder on eight and one-half by eleven-inch (8½" x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal
- B. Executive Summary
- C. Organizations and Key Personnel's Experience and Qualifications
- D. Understanding of Scope and Approach
- E. Non-Collusion Affidavit
- F. Proposal Affidavit
- G. Consultant DBE Form
- H. Cost Proposal and Labor Rates
- I. Acknowledgement of Addenda(s), if issued
- J. Certificate of Insurance

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response. Submission of prior work samples included with the proposal may be by electronic media (preferably thumb drive) and must be in a common file format (.pdf, .doc, .jpg, .wav, .mov). Work samples that have been redacted to remove confidential information are appropriate and will be accepted, although, please ensure the sample maintains sufficient information to allow for review and evaluation by the Airport.

### LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Proposer and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- B. Acknowledge that the Proposer will comply with all terms and conditions set forth in the Request for Proposal, unless otherwise agreed by the Authority.

### EXECUTIVE SUMMARY

Provide an Executive Summary of the Proposal that highlights important features, qualifications, and understanding of the goals, scope, and complexity of the projects. The Executive Summary should also include a brief overview of how the Proposer meets the minimum qualification criteria set forth in the RFQ and why the Proposer is the best qualified to meet the challenges associated with the Scope of Services.

## ORGANIZATIONS AND KEY PERSONNEL'S EXPERIENCE AND QUALIFICATIONS

This section of the proposal shall establish the ability of the Proposer to satisfactorily perform the required work by reasons to include but not limited to: experience in performing work of a similar nature; demonstrated competence in the services to be provided, staffing capability; and supportive client references.

### A. Organization's Experience

The Proposal should provide detail of the Proposer organization's experience of recent related service contracts. At a minimum, the information should include:

1. Client Name and location
2. Client contact name, title email and telephone number
3. Services provided
4. Number of years the service was provided.

BIAA may contact client/owner to confirm Proposer's referenced experience and to verify client/owners' satisfaction with Proposer's performance. Proposer is responsible for ensuring references' contact information is accurate and up-to-date. The Authority may discard any references who do not respond to inquiry and/or background check.

### B. Organization's Qualifications

The Proposal should provide a brief profile of the firm including the following information regarding the Proposer organization:

1. Proposer organization's summary background
2. Type of services offered and provided by organization
3. Form of the organization (corporation, partnership, limited liability company, sole proprietorship)
4. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete an assignment.
5. Describe the organizations experience in managing ACDBE and DBE programs similar to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project.
6. Provide a minimum of three (3) references for the projects cited as related experience, including: name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed.

### C. Personnel Experience

The Proposal shall:

1. Identify key personnel proposed to perform the work. Include the person's name, current location, proposed position for this project and how long each person has been with the organization.



2. Provide evidence that the organization's staff have experience providing ACDBE and DBE Consulting Services.
3. This may be completed through inclusion of resumes of Key Personnel that would be working directly with the Authority Project Manager or other Authority Staff.
4. Include a project organizational chart which delineates communication/reporting relationships among the project staff.

#### **D. Personnel Qualifications**

The Proposal shall provide resumes for Key Personnel that include:

1. Key personnel's name and position title
2. Professional license or certifications, if any
3. Employer name and address
4. Length of employment
5. Education
6. Work history

#### **UNDERSTANDING OF SCOPE OF SERVICES AND APPROACH**

Please document in a narrative, which addresses the Scope of Services, and indicates how the Proposer's understanding of the needs and requirements. This narrative should detail how the Proposer will work with the Authority to accomplish the goals and objectives as included in the Scope of Services. The Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Services that do not deviate from the objectives of this service.

#### **COST PROPOSAL AND LABOR RATES**

Please provide the required Cost Proposal and Labor Rates using the Authority Cost Proposal/Labor Rates Form. Provide any other anticipated administrative expenses that may be assessed. It is anticipated that the Authority will issue a time and expense contract specifying hourly to complete the Scope of Services.

#### **ADMINISTRATIVE REQUIREMENTS**

All documents must be original, signed documents and shall include insurance requirements and listed affidavits as included in this RFQ document.

**BISHOP INTERNATIONAL AIRPORT AUTHORITY**

**NON-COLLUSION AFFIDAVIT**

The Proposer, by its officers and authorized agents or representatives present at the time of filing of this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such Bishop International Airport Authority, Flint, MI whereby such affiant or affiant(s) or either of them has paid or is to pay to such other proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiant(s) or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the Proposal sought for by the attached Proposal, that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Proposal, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Proposal sought by these Proposal Documents.

**PROPOSING COMPANY**

\_\_\_\_\_

**BUSINESS ENTITY**

\_\_\_\_\_

(Corporation-Partnership-Single Owner, etc.)

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE OF PROPOSAL:** \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_

County: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**BISHOP INTERNATIONAL AIRPORT AUTHORITY**

PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ of lawful age, bring first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal, until after the sealed Proposal is opened.

Signed: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_

County: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## CONTRACTOR DBE COMMITMENT FORM

Proposer Information		
Prime Contractor:		Vendor ID:
Contact Person Name:	Email Address:	Phone Number:

Prime Contract Estimated Dollar Value:           \$ \_\_\_\_\_

Authority Participation Goal:                          5   %     \$ \_\_\_\_\_

Contractor Proposed Participation:                \_\_\_\_\_ %     \$ \_\_\_\_\_

DBE Commitments			
<i>List potential DBEs for the project. Include their MDOT Vendor Number, work code(s) being performed, and the dollar value or percentage of work for the proposed subcontract or purchase.</i>			
DBE Name / Address	MDOT Vendor #	MDOT Work Code(s)	Dollar Amount or Percentage of Work
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total DBE Commitments			\$

By signing this form, the Contractor acknowledges that if they are awarded the contract, they will make a good faith effort to utilize the DBEs listed in DBE Commitments.

Authorized Prime Signature	Date
Authorized Prime Name	

Detail Page for DBE Subcontractors			
DBE Firm Name:			
DBE Firm Contact Person:			Prime Contractor:
DBE Firm Address:	City:	State:	Zip:
DBE Firm Phone Number:		Email Address:	

Fully describe the type of work/service this DBE may provide and applicable Work Code(s) and/or NAICS Code(s). **Failure to provide all relevant information may result in the delay of award.**

MDOT Work Code(s)	NAICS Code(s)	Detailed Description of Work Being Performed <i>(If applicable, include location(s) of work being performed, material, type/grade/class, quantities and price)</i>	Anticipated Dollar Amount for DBE Credit
<i>(Add additional pages as necessary)</i>			<b>Total</b> \$

**Acknowledged By**

By signing this commitment, we certify that the DBE firm is MDOT-certified as a DBE and is qualified in the types of work to be performed.

DBE Authorized Signature	Date
Prime Contractor Authorized Signature	Date

## BISHOP INTERNATIONAL AIRPORT AUTHORITY

### AUTHORITY COST PROPOSAL/LABOR RATES FORM

Enter below the proposed hourly rate(s) to perform work described in the Scope of Services. Prices should include all overhead costs, general, administrative, and profit.

Hourly Rates of Key Personnel:

Job Function (specify below)	Initial 3 Year Term Hourly Rate(s)	First Option 1 Year Term Hourly Rate(s)	Second Option 1 Year Term Hourly Rate(s)

Estimated Cost of Basic Deliverables related to ACDBE and DBE Consulting Services:

Deliverable	Initial Term Estimate	Optional Term Estimates
Part 23 ACDBE Goal Setting Methodology and Calculation	\$	\$
Annual Part 23 ACDBE Achievement Reporting Calculation	\$	\$
Annual DBE Construction Monitoring	\$	\$

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered nonresponsive.

The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Dated Company Name of Proposer: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## SCOPE OF SERVICES

### BASIC SERVICES

Bishop International Airport Authority (herein "Authority") operates its DBE and ACDBE in compliance with 49 CFR Part 23 and 49 CFR Part 26. The Authority has an established DBE program through Michigan DOT (MDOT). MDOT provides guidance and goal setting for all Airport Improvement Program related activities. Please see [https://www.michigan.gov/aero/0,4533,7-352-79399\\_79407---,00.html](https://www.michigan.gov/aero/0,4533,7-352-79399_79407---,00.html) for an overview and description of the Airport's DBE programs.

The Authority seeks a qualified and experienced consultant to provide on-call consulting services to support the Authority's DBE and ACDBE programs.

The selected Proposer will provide assistance to the Authority's DBE Liaison Officer in drafting, implementing, and maintaining DBE and ACDBE programs in conformance with the relevant regulations, taking into consideration the latest FAA, DOT, and Michigan DOT guidance and requirements. The selected Proposer will provide expert advice and consulting services as requested. Responses and communication with the Authority DBELO shall be conducted in a reasonable and timely manner.

The Authority will provide appropriate documentation as required to complete the required services, including: available historic ACDBE information, list of all non-car rental and car rental concessionaires and contracts, copy of ACDBE Achievement reports for the past three years, previous ACDBE Part 23 Goals,

The selected Proposers duties may include, but not be limited to:

- A. **Annual review of the Authority's ACDBE & DBE Programs, and forms to include updates as necessary based on changes in federal regulations, and/or organizational changes.**  
Deliverables may include: electronic copies of the ACDBE and DBE program documents along with a written summary explaining changes made or confirmation that no changes were needed; electronic copies of DBE solicitation and contract provision templates.
- B. **The review, organization, presentation, and reporting of the Authority's Triennial ACDBE Goal as required by the FAA Office of Civil Rights.** The consultant shall review and identify potential ACDBE contracting opportunities, develop the goal methodology for the overall triennial ACDBE goal for timely submission to the FAA based upon FAA-approved goal methodology processes, establish an agreed upon market area identifying ACDBE's that are ready, willing, and able to participate in contracts or subcontracts, prepare all documentation and all necessary protocols to ensure public participation and consultation in the proposed goal, review progress towards the ACDBE goal annually and prepare an analysis of compliance or non-compliance to ensure timely submission to the FAA. Deliverables may include: electronic copy of ACDBE goal and methodology for projects, public notices, public consultation plan, community outreach notice, and all supporting documentation used to calculation the annual ACDBE goal.
- C. **Project goal setting for professional services, construction projects, and concession programs.**  
The consultant may be asked to provide the following services:



- a. Identify DBE contracting opportunities for, at a minimum all FAA-funded projects, and some local funded projects (the Authority will provide an updated budget and Airport Capital Improvement Plan for this analysis).
- b. Determine the availability of ACDBE and DBE participation within the appropriate market area for individual projects by reviewing the scopes of work/specifications and identifying potential contracting opportunities for ACDBE and DBE firms.
- c. Develop contract-specific goals based on the availability of ready, willing and able ACDBE and DBE firms.

Deliverables may include: electronic copy of project specific goals.

D. Additional requested services may include:

- a. Guidance and “best practices” on monitoring of actual ACDBE and DBE participation.
- b. Assist in development of ACDBE monitoring plan.
- c. Communication with Authority concessionaires, contractors, and consultants encouraging ACDBE participation with list of certified and available DBE and ACDBE organizations.
- d. Preparation of annual reports for ACDBE and DBE attainments to meet federal reporting requirements.
- e. Review of reported good-faith efforts by concessionaires, contractors, and consultants unable to meet contract specific goals.
- f. Communicate with the Authority Board regarding DBE and ACDBE participation.

# BISHOP INTERNATIONAL AIRPORT AUTHORITY

## EVALUATION OF PROPOSALS

### A. Evaluation Procedure

Each proposal will be evaluated by a selection committee comprised of the Authority's staff.

The criteria to be used in the evaluation of proposals, along with respective weighted importance as follows.

The Authority reserves the right to subject high ranking Proposers to further evaluation by an invitation-only interview process conducted by the selection committee.

The Authority will recommend to the Chief Executive Officer a contract to the most responsive and responsible Proposers who is determined by the Authority to be in its best interests.

### B. Evaluation Weighting and Scoring

The following weighting and points will be assigned to the Proposal for evaluation purposes:

<b><u>Organizations and Key Personnel's Experience and Qualifications</u></b> – 35%	70 Points
<b><u>Understanding of Scope of Services and Approach</u></b> – 35%	70 Points
<b><u>Cost Proposal and Labor Rates</u></b> – 25%	50 Points
<b><u>Administrative Requirements</u></b> – 5%	10 Points

**GRAND TOTAL FOR WRITTEN PROPOSAL** **200 POINTS**

# **BISHOP INTERNATIONAL AIRPORT AUTHORITY**

## **CONTRACT PROVISIONS**

### **NON-DISCRIMINATION**

The consultant agrees to abide by and be in compliance with the following laws concerning to non-discrimination including the Authority's lease with the City of Flint:

1. Title VI of the Civil Right Act of 1964
2. City of Flint Lease provision – the consultant shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related to employment because of such applicant's race, color, religion, national origin, ancestry, age or sex, except where a requirement as to age or sex is based on a bona fide occupational qualification.
3. P.A. 453 of 1976 – Elliot-Larsen Civil Rights Act
4. P.A. 220 of 1976 as amended – Persons with Disabilities Civil Rights Act

A breach in the above covenants shall be regarded as a material breach of this Agreement.

### **CONSTRUCTION OF TERMS**

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

### **ENTIRE AGREEMENT**

This Agreement, together with all Exhibits, constitutes the entire agreement and sets forth the entire agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

### **DISPUTE RESOLUTION**

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement within the State of Michigan. The decision and award determined by such arbitration will be final and binding upon both parties. Each parties' costs and expenses incurred in any dispute which is determined and/or settled by arbitration pursuant to this Agreement will be borne by the respective party. Except where clearly prevented by the area in dispute,

both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved unless terminated by either party.

#### **MODIFICATION**

No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

#### **WAIVER OF BREACH**

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

#### **SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by either party without the prior written notice of the other party. Furthermore, the benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

#### **NO CONFLICT**

The consultant warrants that the consultant has not previously assumed any obligations inconsistent with those undertaken by the consultant under this Agreement.