



Bishop International Airport • FNT

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

REQUESTS FOR QUALIFICATIONS

FOR

**PROFESSIONAL STORMWATER POLLUTION
PREVENTION, DEICING MANAGEMENT,
AND ENVIRONMENTAL COMPLIANCE
SERVICES**

AUGUST 10, 2023

Statement of Qualifications Due: September 18, 2023 at 5:00pm

Bishop International Airport
3425 West Bristol Road
Flint, MI 48507

Point of Contact: Christopher Yeates, A.A.E. – Chief Operating Officer
Email: cyeates@bishopairport.org

Introduction

The Bishop International Airport Authority, “the Airport”, is soliciting Statements of Qualifications (SOQs) from interested and qualified environmental consulting firms for Stormwater Pollution Prevention Plan (SWPPP) review and administration, Deicing Management and Monitoring Plan review and administration, water quality sampling, environmental compliance services, and general on-call services at Bishop International Airport for the next five (5) years. Assigned work will likely require Airport Authority Board approval prior to commencement and may be subject to federal, state and local funding processes.

The term of the agreement for these services is expected to run for five years from the date of agreement execution with work expected to be accomplished based on Authority Board authorization.

Airport Overview and Background

The Airport is located within Genesee County on the southwest side of the City of Flint. The Airport was opened in 1934 following the donation of 220 acres of farmland by Arthur Giles Bishop, President of Genesee County Savings Bank and General Motors Vice President, to the City of Flint. It originally consisted of one concrete and four turf runways. The first commercial air service flight took place on January 15, 1937, operated by Pennsylvania-Central Airlines.

Following continued growth, the citizens of Genesee County created an Airport Authority Board in 1987. The advisory board consists of nine board members, appointed by the Genesee County Board of Commissioners and City of Flint.

Construction on a new terminal building was completed in 1993 and then further expanded in 1999, 2004, 2006, and 2012. The terminal building now encompasses 242,000 square feet, including 9 passenger boarding bridges, space for airline operations, rental car operations, passenger processing and holding areas, concessionaire space, and the Airport Authority Offices. The Airport is currently serviced by three airlines: American Airlines, United Airlines, and Allegiant Airlines.

The Airport has two runways. Runway 9-27 is the primary precision approach runway, and Runway 18-36 is the crosswind runway with non-precision approaches. Some of the many airport tenants include the following services: cargo operations (FedEx), Fixed-Base Operator (Avflight), flight school (Crosswinds Aviation) aircraft maintenance (McClellan Aviation), commercial air service (United Airlines, American Airlines, Allegiant Air), aircraft maintenance base (Allegiant Air), and approximately 100 general aviation T-hangar tenants.

Scope of Services

The Airport plans to contract with one consulting firms, for a period of five (5) years, for Stormwater Pollution Prevention Plan (SWPPP) review and administration, Deicing Management and Monitoring review and administration, water quality sampling, environmental compliance services, and general on-call environmental services. Work will be authorized through Work Orders between the selected firm and the Airport. The selected firm may be required to coordinate efforts as necessary with the Airport’s other consultants.

As the airport is a recipient of federal funding through the Airport Improvement Program, the contract and all work orders will be subject to the appropriate Airport Improvement Program contract provisions as provided herein, and in Exhibit B of the draft Professional Services Agreement.

The following draft scope of services describes the types of work that may be covered under the agreement with the successful consultant. This draft is provided to help prospective proposers seeking to submit their qualifications. Proposers may rely on the descriptions of the proposed scope of service only for the purpose of submitting their Statements of Qualifications. The ultimate scope of services will be developed between the Airport and the selected consultant.

The projects identified in the scope of services may be subject to federal, state and/or local funding and Airport Authority Board approval is likely required prior to commencement. It shall be understood that some of the services related to the listed projects may not be completed and that the Airport reserves the right to initiate additional service not included in this procurement. The Airport reserves the right to conduct an additional Request for Qualifications at any time for services either listed or not listed in this scope of services.

Services included in this scope of services may include, but are not limited to, the following:

1. Stormwater Pollution Prevention Plan Administration
 - a. Annual review and revisions;
 - b. Monthly inspections;
 - c. Quarterly comprehensive inspections;
 - d. Support with document submission; and
 - e. Communication with regulatory agencies.
2. Deicing Management and Monitoring Plan Administration
 - a. Annual review;
 - b. Recommendations for revision;
 - c. Stormwater discharge monitoring and water quality sampling;
 - d. Monitoring and reporting deicing pad discharges to sanitary sewer per industrial discharge permit;
 - e. Deicing pad runoff testing;
 - f. Data management and analysis;
 - g. End of season Deicing Management Program report to be submitted to regulatory agency; and
 - h. Communication with regulatory agencies.
3. Support for MS4 and NPDES Permitting Requirements
4. PFAS Investigation and Remediation

- a. Continuing investigation and impact identification;
 - b. Identification of appropriate remediation programs including identifying funding opportunities; and
 - c. Communication with regulatory agencies.
5. General On-Call Environmental Compliance Services
- a. Spill response support;
 - b. Monitoring and communicating with Airport Point of Contact regarding relevant environmental regulatory changes; and
 - c. Communication with regulatory agencies.

Selection Process

All SOQs received will be evaluated by a selection committee comprised of three to five (3-5) members. The selection committee will evaluate each SOQ using the weighted criteria listed below. The Airport reserves the right to make additional investigations as it deems necessary and may require the submission of additional information.

Based on the information included in the submitted SOQ, the selection committee may identify a shortlist of best qualified consultants for further consideration.

The selection committee may conduct interviews with the short-listed proposers. If held, interviews would provide an opportunity for the Proposers to make a brief presentation about their proposal, and to clarify responses through exhibition and discussion.

SOQ Content

Proposers shall prepare a Statement of Qualifications (SOQ) as described below. Each Proposer shall provide detailed evidence of its competency, capability and expertise to complete the Scope of Services. The Airport desires succinct submittals that address the specific content requirements. To facilitate the review of all submittals, each SOQ shall be:

- Printed on 8-1/2" by 11" sheet size paper (folded 11" x 17" exhibits are acceptable);
- Typewritten no smaller than 10-point font size for the body of the proposal;
- 9-point font in graphics and captions is acceptable; and
- The entire Statement of Qualifications shall not exceed thirty (30) pages; excluding the front and back covers, dividers, and table of contents. Additional pages may be added for attachments requested as part of this RFQ

Each SOQ shall consist of the following elements in the prescribed order:

Cover Letter/General Firm Information

The Cover Letter shall not exceed 2 pages and shall include the following:

- Name and brief description of the firm;

- The name, work address, email address, and telephone number of the primary point of contact;
- Home office location and the location of other offices that will be performing the majority of the work;
- Number of relevant employees in the offices that will be performing the majority of the work;
- Legal organization of firm;
- Any litigation or arbitration action within the last three years. Briefly describe the circumstances and outcomes;
- Summary of major points contained in the SOQ; and
- An acknowledgement of receipt of amendments to the RFQ (if any).

The cover letter shall be signed by an officer or principal of the Proposers Firm.

Project Team

Proposers shall provide a written description of the proposed project team. The description shall include a profile of the team and a listing of the total number of personnel by discipline. Proposers may also include an organizational chart.

Each Proposer shall identify a Project Manager to serve as the primary point of contact for the Airport for the duration of this agreement. The Project Manager shall have recent, relevant experience. In addition, Proposers shall identify the individuals who would serve as the key team members of the Proposers organization, describe their experience and qualifications, and indicate their roles and responsibilities. It should be noted that it is the Airport's expectation that all key personnel listed as part of this requirement will actually be assigned to projects within the contract. For each key team member, include a resume detailing education, experience, work history, and appropriate background information as Attachment 1 of the Appendix.

List subcontractors that may be used during the duration of the agreement. It is strongly recommended to identify and include Disadvantaged Business Enterprise (DBE) subcontractors, certified within the State of Michigan, who may participate in the performance of the work if appropriate. Include type of DBE, certifying agency, and anticipated elements of work to be performed.

Provide any other information that the Proposer deems relevant. In particular, describe any particular aspect of the organization which, by way of background, experience, unique qualifications, or other bases, sets its team apart from the competition.

Demonstrated Experience

Describe the experience, qualifications, and technical competence of the organization and they key team members in providing SWPPP administration services, Deicing Management services, and experience with PFAS investigations and remediations within the last five (5) years.

Briefly describe at least three (3) other similar sized organizations, with at least one being a commercial service airport, of similar scope and complexity where the firm or the key team members have provided similar services outlined in the scope of services for this RFQ. Do not use Bishop International Airport Authority as a similar sized organization project reference.

Provide references for the identified experience including the name of the client, full address, dates of service, contact name, title and contact telephone number for reference checks. For each reference, identify which of the key members from the Project Team (to be assigned to this agreement) were involved and the extent of their involvement.

In addition to the references required, the Proposer is advised that the Airport may request information from Proposer's clients and any other available sources while investigating Proposer's experience and qualifications. Submittal of an SOQ constitutes consent to such requests.

Project Understanding

Each Proposer shall briefly describe its understanding of the scope of services required for this contract. In particular, responses shall identify the Proposer's understanding of the unique environment the Airport faces, including local conditions and challenges, and the Proposer's understanding of and experience with applicable state and local codes and requirements that may pertain to work conducted under the scope of services.

Billable Rates

Each Proposer shall provide current billable rates for the project team by position title. Identify the key team members who would be assigned to this contract, identifying anticipated responsibilities based on the scope of services.

Appendix

- | | |
|----------------------|--|
| <i>Attachment 1:</i> | Attach detailed resumes for all key team members identified in the Project Team. |
| <i>Attachment 2:</i> | Identify any exceptions to the draft Professional Services Agreement (Exhibit 1 of this RFQ). |
| <i>Attachment 3:</i> | Identify any potential conflicts of interest with Genesee County, the Airport, or any other relevant parties. |
| <i>Attachment 4:</i> | Identify any legal actions against the Proposer or any key team members that are pending or have been settle or finalized in the last two years. |

SOQ Submission Instructions

Proposers must submit three (3) hard copies of the entire SOQ. All SOQs must be received by the Airport on September 18, 2023, no later than 5:00pm.

SOQs not submitted in the manner described herein (including those sent solely by email or other electronic means) may be considered nonresponsive and subject to rejection. SOQs submitted after the specified due date and time in this RFQ will be rejected as late and will not be accepted. Proposers shall submit their SOQs to the following address:

Bishop International Airport Authority

ATTN: Christopher Yeates, A.A.E.
3425 West Bristol Road
Flint, MI 48507

SOQs must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: ***“Statement of Qualifications for SWPPP, Deicing Management, and Environmental Compliance.”*** Include business name and address of responder on the outside of the qualifications package.

It is each Proposer’s responsibility to ensure that its SOQ is received by the Airport prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted in person daily from 8:00am – 5:00pm local time, Monday through Friday, legal holidays excepted.

Proposers are advised they may be required to supply additional information upon request, or to make additional submissions under secondary selection criteria as indicated above under the Selection Process.

Inquiries

All questions regarding this RFQ shall be submitted in writing. All questions/correspondence shall be emailed to the Chief Operating Officer at cyeates@bishopairport.org. The deadline for filing questions is August 24, 2023 at 5:00pm. Answers will be provided via addendum on or before August 30, 2023. No questions will be accepted after the deadline.

SOQ Evaluation Criteria

The following criteria will be used by the selection committee in screening and ranking the SOQs:

Item	Criteria	Weighting Factor	Raw Score	Weighted Overall Score
1	Demonstrated Experience (Firm’s Project Experience and Technical Expertise)	6	(1-5)	(Max 30)
2	Project Team (Project Manager and Key Team Members’ Qualifications and Experience)	7	(1-5)	(Max 35)
3	Familiarity with Local Environment & Project Understanding	2	(1-5)	(Max 10)
4	Experience related to PFAS Investigations and Remediation	4	(1-5)	(Max 20)
5	Billable Rates	1	(1-5)	(Max 5)
	Raw Scoring: 5 – Outstanding 4 – Very Good 3 – Satisfactory 2 – Barely Acceptable 1 – Inadequate 0 - Unacceptable	Score:		(Max 100)

The selection committee will evaluate the written proposals based on the listed evaluation criteria. The selection committee may choose to conduct interviews with select proposers. If held, interviews would provide an opportunity for the Proposers to make a brief presentation about their proposal, and to clarify responses through exhibition and discussion.

Total scores will be determined by combining the initial scores of the SOQs (based on the evaluation criteria identified above) with the scores from the interviews, if held. The Proposer(s) with the highest total score will be deemed the “best qualified” and will be recommended for contract award. Upon approval by the Airport Authority Board, agreement negotiations with the “best qualified” team will commence.

RFQ Schedule

The schedule for this RFQ process is identified below.

RFQ Issued	August 10, 2023	
RFQ Question Deadline	August 24, 2023	5:00pm
Airport Response to Questions	August 30, 2023	5:00pm
RFQ Response (SOQ) Due Date	September 18, 2023	5:00pm

General Information/Contract Provisions

Airport Reservation of Rights

The Airport reserves the right to: reject any and all submissions to this RFQ; extend the date for submittal of responses; request additional information and data from any or all Proposers; supplement, amend, or otherwise modify the RFQ through addenda issued; cancel this RFQ with or without substitution of another RFQ; to reissue this RFQ; make reviews and investigations as it considers necessary and appropriate for evaluation; to not select any Proposer; initiate additional procurement action for any services included in this initial procurement; and to deem a Proposal as non-responsive if the Airport obtains information from any reference check that reveals concerns about the Proposer’s past performance or their ability to successfully perform.

The Airport assumes no responsibility for costs incurred in responding to this RFQ or any part of this selection process. Any materials submitted through this selection process shall become the property of the Airport upon receipt. The Airport shall have the right to copy, reproduce, or otherwise dispose of such documents in any way that the Airport selects. The airport shall be free to use as its own, without payment or any kind of liability, any idea, scheme, concept, technique, suggestion, layout, or plan received in response to this RFQ including any future RFP process, if conducted.

Contact with Airport Employees

All firms interested in this project (including the firm’s employees, representatives, agents, lobbyists, attorneys, and subcontractors) shall refrain from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, Authority Board, and Airport staff. This is intended to create a level playing field for all potential firms and protect the integrity of the selection process. All contact on

this selection process should be addressed to the Chief Operating Officer as identified in Inquires above.

Freedom of Information Act

The Airport 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 propriety information, the Proposer understands by its submission that information may be disclosed pursuant to a public records request.

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 Protestor 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 Protestor 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.

Sample Agreement

An example of the Airport's standard-form Professional Service Agreement and provisions is attached as Exhibit 1. Upon award, negotiations of agreement will be initiated with the successful proposer.

General Civil Rights

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice

The Bishop International Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for this award.

Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Domestic Preferences for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

Federal Contract Provisions

Selected consultant shall comply with all Required Federal Contract Provisions included in the sample agreement. Federal Contract Provisions are subject to change based on updates from the Federal Aviation Administration.

RFQ Exhibit 1 – Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

SWPPP, Deicing Management, and Environmental Compliance Consulting Services

This Agreement, made and entered into this _____ day of _____ 20____ by and between _____ (hereinafter referred to as “Consultant”) with offices located in _____ and Bishop International Airport Authority, (hereinafter, “Authority”) whose address is 3425 W. Bristol Road, Flint, Michigan 48502.

WHEREAS, the Authority requires the services of a consultant for Stormwater Pollution Prevention Planning, Deicing Management and Monitoring, and Environmental Compliance; and

WHEREAS, the Authority has advertised for and received written statement of qualifications for Stormwater Pollution Prevention Planning, Deicing Management and Monitoring, and Environmental Compliance consulting services; and

WHEREAS, the Consultant is willing to perform such services in the manner, and pursuant to the terms and conditions, hereinafter set forth.

NOW THEREFORE, in consideration and the mutual covenants and agreements hereinafter set forth and in subsequently issued Work Orders, the parties hereto agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 Services. The Authority has engaged the Consultant to provide services to the airport for environmental compliance. Mutually-agreed upon project specific Work Orders shall be supplied and executed by both parties. Each such Work Order shall contain a Project Description, detailed Scope of Services, Project Schedule, Deliverables, Compensation Terms and other provisions or conditions specific to the Services or project being authorized. Any Work Order, when signed by both parties, shall be incorporated into and form a part of this Agreement. In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Service or Project involved with the exception of federally required clauses located within Exhibit B.

1.2 Time and Availability. The Consultant estimates it will perform the consulting services for the Authority in the stated time frame agreed upon with each Work Order. The Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the term giving due regard to the needs of the Authority’s business activities.

1.3 Standard of Conduct. In rendering consulting services under this Agreement, the services shall be performed by the Consultant with reasonable care, skill, and diligence in accordance with generally accepted professional practice and shall be held to a professional standard of care.

ARTICLE 2 - INDEPENDENT CONTRACTOR

2.1. Independent Contractor. The Consultant is an independent contractor and is not an employee of, or in any other service relationship with Bishop International Airport Authority. The manner in which the Consultant’s services are rendered shall be within the Consultant’s sole control and discretion. The

RFQ Exhibit 1 – Sample Professional Services Agreement

Consultant is not authorized to speak for, represent, or obligate the Authority in any manner without the prior express written authorization from the Authority Chief Executive Officer or his designee.

2.2. Taxes. The Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of the Consultant's employees or other Consultant representatives. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Authority on behalf of the Consultant, its employees or other Consultant representatives.

2.3. Benefits. The Consultant, Consultant employees or other Consultant representatives will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Authority. No workers' compensation insurance shall be obtained by the Authority covering the Consultant, Consultant's employees or other Consultant representatives.

2.4 Nonexclusive. The Consultant is not required to offer his services exclusively to the Authority under this contract. The Consultant may choose to work for other individuals or entities during the term of this contract, provided that the services and deliverable products required under this contract are submitted in the manner and on the schedule defined under this contract.

ARTICLE 3 - COMPENSATION FOR CONSULTING SERVICES

3.1. Compensation. The Authority shall compensate the Consultant for the services and expenses on the basis set forth in the applicable Work Order. In the event the Consultant incurs time and expenses in excess of the total compensation provided for in an authorized Work Order, no compensation for said additional time and expenses shall be required to be paid by the Authority without written amendment to the Work Order executed by the Authority.

3.2 Invoicing and Payment. The Consultant may invoice the Authority once monthly for services performed and expenses incurred during the previous month pursuant to authorized Work Orders. The Authority will pay the Consultant within 30 days of receipt of the invoice. The invoice should include documentation showing the number and classification of employees, the hours worked for each, and the services provided and copies of supporting documentation for any project related expenses. The Authority shall notify the Consultant in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice.

ARTICLE 4 - TERM AND TERMINATION

4.1. Term. The term of this Agreement shall be from the Effective Date through _____, 20____, unless sooner terminated as provided herein. This agreement shall continue through the completion of any amendments or Work Orders that may be executed under this agreement.

4.2. Termination. The Authority has the right to terminate this Agreement, in whole or in part, at any time, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. The Consultant has right to terminate this Agreement for reasons including but not limited to nonpayment of fees, breach of any material condition in relation to this master contract and Work Orders, and inability to reach agreement on services, changes in parties, or other substantially changed conditions by giving written notice to the Authority of such termination and specifying the

RFQ Exhibit 1 – Sample Professional Services Agreement

effective date thereof. Such notice shall be given at least thirty (3) days before the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the contract for any satisfactory work completed pursuant to the terms of this agreement prior to the date of termination.

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Consultant, and any subcontractors, shall maintain, to the extent reasonably available, the insurance coverage according to the schedule in Exhibit A during the performance of its Services under this Agreement from vendor(s) licensed to do business in the State of Michigan. The Consultant will provide evidence of insurance to the Authority upon contract execution.

5.2 Indemnification. The Consultant shall defend, pay on behalf of, indemnify and hold harmless Bishop International Airport Authority (including Genesee County, the City of Flint, their directors, officers, agents, elected officials and employees) from any and all liabilities, costs or damages (including reasonable attorneys' fees) that may arise from any action or inaction of its employees, associates, and representatives in connection with the performance of the services outlined herein.

ARTICLE 6 – 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:

- a) Title VI of the Civil Rights Act of 1964
- b) 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.
- c) P.A. 453 of 1976 – Elliot-Larsen Civil Rights Act
- d) P.A. 220 of 1976 as amended – Persons with Disabilities Civil Rights Act

Additional non-discrimination provisions are included as part of federally required provisions and included in Exhibit B.

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

ARTICLE 7 - GENERAL PROVISIONS

7.1. 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.

7.2. Governing Law. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Michigan.

7.3. Entire Agreement. This Agreement, together with Exhibit A and Exhibit B, constitutes the entire agreement and sets forth the entire understanding and agreement of the parties as to the subject matter

RFQ Exhibit 1 – Sample Professional Services Agreement

of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

7.4. 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 shall be attempted to be resolved through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to arbitrated in accordance with proceedings under American Arbitration Association Commercial Arbitration 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 under section 4.2.

7.5. 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.

7.6. 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.

7.7. Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent 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. Any use of subcontractors by the Consultant for performance of this Agreement must be accepted in writing by the Authority.

7.8. No Conflict. The Consultant warrants that the Consultant has not previously assumed any obligations inconsistent with those undertaken by the Consultant under this Agreement.

7.9 Records. The Consultant shall maintain comprehensive, complete and accurate books, records, documents, deliverables, design calculations, notes and emails related to the Project or the performance hereunder for a period of three (3) years after completion of all services. Upon request by the Authority, the Consultant shall provide a copy of the requested records or documents at actual cost of duplication to the Consultant.

7.10 Notice. Any written notice required by this Agreement shall be deemed delivered through any of the following: (1) hand delivery to the person at the address below, (2) sent by overnight courier service, or (3) sent by certified or registered mail, postage prepaid, return receipt requested to the address as follows:

To the Authority:

Bishop International Airport Authority
3425 West Bristol Road
Flint, Michigan 48507
ATTN: Chief Executive Officer

To Consultant:

RFQ Exhibit 1 – Sample Professional Services Agreement

7.11 Federal Contract Provisions: The Federal Contract Provisions set out in Exhibit B, or as updated by the Federal Aviation Administration, shall be part of this agreement, without modification, as well as a part of each subconsultant agreement executed by the Consultant relative to each Work Order. In the event of a conflict between the provisions of this Agreement and the provisions of Exhibit B, the provisions of Exhibit B shall take precedence.

7.12 Ownership and Use of Documents. Ownership of deliverables prepared by the Consultant as related exclusively to the services pertaining to this agreement shall transfer to the Authority following the Authority's satisfaction of its obligations under this Agreement and associated Work Orders. The Consultant assigns to the Authority the copyrights of all work prepared, developed or created pursuant to this Agreement, including the right to: (1) reproduce the work; (2) prepare derivative works, (3) distribute copies to the public, (4) perform the works publicly, and (5) to display the work publicly. All documents prepared by the Consultant are instruments of service in which the Consultant shall retain an ownership and property interest (including the right of reuse for marketing purposes and professional presentations, articles, speeches and other business purposes by the Consultant). Any modification of the deliverables hereunder or their reuse on another project by the Authority without the approval of the Consultant shall be at the Authority's sole risk and without liability to the Consultant.

7.13 Privileged Information. The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultants employees, subconsultants and general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Consultant or furnished to the Consultant and marked "Confidential" by the Authority. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim. The Authority agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Consultant pertaining to any Project or Work Order associated with this Agreement are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant. The Consultant agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement without first notifying the Authority and securing its consent in writing.

7.14 Delays. Any delay or default in the performance of any obligation of the Consultant under this Agreement resulting from any cause beyond the Consultants reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of the Consultant as long as performance is delayed or prevented thereby, and the compensation due the Consultant hereunder shall be equitably adjusted.

7.15 Compliance with Law. The Consultant agrees that the Consultant, the Consultants employees or other Consultant representatives will comply with all local, state and federal laws, applicable national and local codes, and Bishop International Airport Rules and Regulations. The Consultant shall obtain all necessary permits, fees and licenses necessary for the proper execution and completion of the services, pay all required fees and taxes, and otherwise perform these services in a legal manner.

RFQ Exhibit 1 – Sample Professional Services Agreement

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Consultant	Bishop International Airport Authority
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
	By: _____
	Print Name: _____
	Title: _____
Witnessed by:	
_____	_____

RFQ Exhibit 1 – Sample Professional Services Agreement

EXHIBIT A

INSURANCE REQUIREMENTS

All required insurance must be in effect and so continue during the life of this agreement in not less than the following amounts. The insurance requirements herein are minimum requirements for this Agreement. The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Agreement by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

- Workers' Compensation Insurance in compliance with the Workers' Compensation laws of the State of Michigan.
- Comprehensive General Liability Insurance with a combined single limit of \$2,000,000 per occurrence including bodily injury and property damage liability.
- Professional Liability Insurance in the amount of \$5,000,000 per claim.
- Automobile Liability Insurance including bodily injury and property damage in the amount of \$1,000,000.

The Consultant shall provide the Authority with a certificate of insurance evidencing such coverages and shall name the Authority, Genesee County, and the City of Flint and their respective directors, officers, agents, appointed officials, and employees as additional insureds.

RFQ Exhibit 1 – Sample Professional Services Agreement

EXHIBIT B

Federal Contract Provisions for Professional Stormwater Pollution Prevention Plan, Deicing Management, and Environmental Compliance Services

1. GENERAL CIVIL RIGHTS PROVISION

Reference: 49 USC § 47123

This provision is mandatory for all contracts regardless of funding source.

General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123, FAA Order 1400.11

This provision is mandatory for all contracts regardless of funding source.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

RFQ Exhibit 1 – Sample Professional Services Agreement

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

- d) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provision of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interest of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. CIVIL RIGHTS – TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration.

This provision is mandatory for all contracts regardless of funding source.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

RFQ Exhibit 1 – Sample Professional Services Agreement

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (24 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of the Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

4. DOMESTIC PREFERENCES FOR PROCUREMENTS

Reference: 2 CFR § 200.322, 2 CFR § 200, Appendix II(H)

Certification Regarding Domestic Preferences For Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

RFQ Exhibit 1 – Sample Professional Services Agreement

5. FEDERAL FAIR LABOR STANDARDS ACT

Reference: 29 USC § 201, et seq 2 CFR § 200.430

This provision applies to all contracts and subcontracts and must comply with the FLSA, including the recordkeeping standards of the Act.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 29 CFR part 1910

This provision applies to all contracts and subcontracts.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

This provision must be included in all AIP funded contracts and lower-tier contracts.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].