

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

**REQUEST FOR PROPOSALS
PROFESSIONAL SURVEYING/CONSULTING SERVICES
FOR AIRPORT AERONAUTICAL OBSTRUCTION SURVEY**

Issue Date: any date

Due Date: a month or more after release

RFP No.

FED-X Remittance Address: XYZ Airport Authority
Chairman X
Aviation Way
Somewhere in the USA

Mailing Address: XYZ Airport Authority
Airport, Chairman
Aviation Way
Somewhere in the USA

Technical Contact: Airport, Chairman
Phone: 555, 555-1212

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

TABLE OF CONTENTS

| | |
|--------------|--|
| I. | General Information |
| II. | Contract Period |
| III. | General Scope of Services |
| IV. | General Provision of Services |
| V. | Proposal Format |
| VI. | Selection Process |
| VII. | Evaluation Criteria |
| VIII. | Terms and Conditions |
| IX. | Federal Terms and Conditions |
| X. | Submittal Instructions |
| Appendix I | Insurance Requirements Checklist |
| Appendix II | RFP Submission Form |
| Appendix III | Proposed RFP Schedule |
| Appendix IV | Supplemental Instructions (as required) |
| Appendix V | Sample FAA Form 5370_1 |
| Appendix VI | Title VI Assurances Contractor Requirements |
| Attachment A | <u>AC 150/5300-16 “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”</u> |
| Attachment B | <u>AC 150/5300-17 “General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey”</u> |
| Attachment C | <u>AC 150/5300-18 “General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards”</u> |

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

I. GENERAL INFORMATION

Describe your airport here. This is an example of one airport's description.

The XYZ Regional Airport, (the "Airport") is owned and operated by The XYZ Regional Airport Authority, (the "Authority"). The Airport is newly constructed and has been in operation since December 2001. The Airport hosts one (1) Fixed Base Operator (FBO) operating from the Airport's temporary terminal building. Currently the Airport has no based aircraft but hosts approximately 15,000 operations annually – most of which are business jets. This capital improvement project (the "Project") will involve certain improvements to be made to the Airport as part of the Airport's Master Plan. Brief descriptions of proposed airport improvements are contained in Appendix III and in the Airport's Master Plan. The Authority will undertake as many of these improvements as reasonably possible subject to the availability of funds and in accordance with the Airport's Master Plan.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified offerors for a contract to be awarded through competitive negotiations for the provision of professional services of Survey/Engineering firms, authorized to do business in **this is where you would put your location**, with experience in survey operations and conducting business with the FAA. Offerors interested in viewing or obtaining copies of the Airport's Master Plan and Airport Layout Plan may do so by contacting the Authority.

II. CONTRACT PERIOD

The initial contract period for Project services will be six (6) months from the date of execution of the Contract (the "Contract Term"). The Authority may, at its sole discretion, renew the Contract for two (2) additional consecutive periods of three (3) months each thereafter. It is understood that the Contractor's work may not be completed during the Contract Term; however, all terms and conditions of the Contract shall survive until such work is completed, except the Authority's right to renew the contract. If the Authority exercises its option to renew the Contract, the succeeding term shall begin seven (7) months from the date of the execution of the Contract.

III. GENERAL SCOPE OF SERVICES

The general services sought by the Authority include all necessary professional engineering, architectural, surveying, planning and project management services related to the development of the required aeronautical information surveys. The airport ground surveys and collection of aerial imagery of the survey area will be performed in accordance with:

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

- (1) Advisory Circular 150/5300-16 [“General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”](#)
- (2) Advisory Circular 150/5300-17 [“General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey”](#)
- (3) Advisory Circular 150/53X00-18 [“General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards”](#)
- (4) Supplemental Instructions specific to the XYZ Regional Airport (Appendix IV).

Data collected will include, but not limited to, aerial photography, runway end positions, runway vertical profiles, positions and elevations of navigational aids (NAVAIDS), positions and elevations of obstructions, and accurately positioned airport geodetic control.

Specific services for the Authority include but are not limited to:

- (5) The selected firm will establish and submit required deliverables for both Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) in accordance with “*Advisory Circular 150/5300-16 “[General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey](#)” (Attachment A).*” PACS and SACS positions shall be accepted into the National Spatial Reference System (NSRS) prior to submission of the deliverables specified in “*Advisory Circular 150/5300-17 “[General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey](#)” (Attachment B)*” or “*Advisory Circular 150/53X00-18 “[General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards](#)” (Attachment C).*”
- A. The selected firm will acquire and submit the required deliverables in accordance with “*Advisory Circular 150/5300-17 “[General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey](#)” (Attachment B).*” The imagery shall be approved by NGS prior to submission of the deliverables specified in “*Advisory Circular 150/5300-18 “[General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards](#)” (Attachment C).*”.
- B. The selected firm will conduct an Obstruction Survey in accordance with “*Advisory Circular 150/5300-18 “[General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards](#)” (Attachment C).*”.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

- C. The selected firm will submit all data collected in accordance with “*Advisory Circular 150/5300-18 “[General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards](#)” (Attachment C).*” This task shall be completed within 180 calendar days from the execution of the contract.
- D. Bi-Weekly project status reports shall be mailed or emailed to the XYZ Airport Authority, with courtesy copies to Regional Airports District Office and the NGS specified personnel. The reports shall contain progress updates and any significant issues with the project including deviations from the planned schedule. A sample format is included in appendix V.
- E. At the conclusion of this contract all data collected will be turned over to The XYZ Airport Authority. This task shall be completed within 180 calendar days from the execution of the contract.
- F. The selected firm shall attend a Close Out Meeting. The meeting will be scheduled by the Authority upon completion of items A through E above. The meeting will take place prior to the conclusion of the Contract Term.

IV. PROPOSED PROVISION OF SERVICES

The Contractor will prepare a written scope of services, estimate of fees to perform that work and of total cost related to the contract. The Contractor will submit an estimate, projecting the man-hours by employee classification and estimated reimbursable expenses to the Airport Director and/or Authority project representative. Fixed or not-to-exceed fees for each project shall be established based upon hourly fees for work actually performed and /or fees for reimbursable contract. Any agreed upon fee for the improvement shall include all professional fees, subcontracted work, estimates of reimbursable expenses, and profit and overhead. Consult with legal representatives for local, county, and state ordinances for compliance with cost requests

V. PROPOSAL FORMAT

Proposals are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. A table of contents shall be provided and pages and exhibits numbered in an organized manner. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The items to be addressed in the proposal in the order listed are:

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

- Cover Sheet
- Description of Services to be provided and project approach
- Projected Schedule & Cost Estimate
- Statement of Qualifications
- Response Capability
- Insurance
- References
- RFP Submission Form
- Other supporting data
- Submission of proprietary information

Section 1 – Cover Sheet

Included on the cover sheet shall be:

- a. The name of the firm and the location of the office that will have the responsibility for the services to be provided.
- b. The name address and phone number of a key representative who is knowledgeable about the proposal.
- c. The signature, in ink, of an officer or employee having the authority to bind the company by his signature. Signatures by anyone other than the president, vice president or general partner, should have accompanying documentation that the individual is empowered to bind the company or partnership.

Section 2 – Description of Services to be Provided and Project Approach

In this section, should be a description of the offeror's understanding of the scope of services and how the firm proposes to manage the varied work assignments generally associated with "as needed" services contracts, depth and variety of staff disciplines available and familiarity with federal, state and local codes, laws and regulations governing the work.

Section 3 – Qualifications of the Firm and Project Team

- a) Describe the qualifications and experience of the firm. If subcontractors and special consultants will be used, they should be identified and their qualifications included in this section. Include a list of projects, which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
- b) Examples of both project budgeting and cost estimating procedures;

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

- c. Describe your experience in Global Positioning System (GPS) survey projects.
- d. Experience with NGS specifications, standards, and software. Give examples of using required data submission formats and required survey accuracies, etc.
- e. Knowledge of the NSRS, NGS Continuously Operating Reference Stations, horizontal and vertical controls, and the High Accuracy Reference Network (HARN);
- f. Experience using CORS data to establish geodetic ties to NSRS.
- g. Experience in establishing aerial photography, ground control points, reading and annotating information on aerial photography;
- h. Experience in recovering marks, setting marks, and writing station descriptions of survey marks to NGS standards.
- i. Experience of firms Manager/Surveyor(s) assigned to this project.
- j. Experience with airports and knowledge of FAA operational/security requirements.
- k. Familiarity with XYZ Regional Airport and local government and regulatory agencies.
- l. Describe your firms proposed methodology for surveying/consulting services (identify action items, timeliness, necessary Airport resources and information);
- m. Respond to the question: Does your firm have the capability to perform all aspects of this project?
- n. Identify potential problems associated with this project and how you would work with XYZ Regional Airport to avoid/resolve them;
- o. Project Management: Describe how your firm would manage this project from start to finish, including the use of project management tools.

Section 4 – Response Capability

Give an overview of current workload, priority to be assigned to Authority projects and staffing available relative to the offeror’s ability to respond to the Authority’s request for service on an, “as needed” basis.

Section 5 - Insurance

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

Insurance of the types and in the amounts set forth in the terms and conditions and on the checklist (see Attachment I) shall be purchased and maintained by the firm during the life of the contract and for the period following completion thereof as set forth in Attachment I.

Section 6 - References

Give name, address and telephone number of references for whom similar work has been performed. The Authority may at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

Section 7 - RFP Submission Form

Attachment II, the RFP Submission Form, must be completed, signed and returned with the proposal.

This is just a sample submission form. It is not mandatory. Just meant as a guideline.

Section 8 - Other Supporting Data

Other information you feel to be relevant to the selection of your firm for this contract.

Section 9 - Submission of Proprietary Information

References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

VI. PROPOSAL/SELECTION PROCESS

Follow appropriate ordinance for state and local law. Some sample evaluation style.

The Authority intends to award this contract on the basis of competitive negotiation as outlined in the ordinance "Competitive Negotiations." An evaluation committee (the "Committee") consisting of the Chairman and Vice-Chairman of the Airport Authority, and other Authority members will review the proposals. The evaluation and selection of a contractor will be based on the Evaluation Criteria listed below in Section VII.

The Committee shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Committee may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors provided such information is duly marked as “Proprietary Information” by the offeror and the designation is justified as required **by a statute of law**. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Committee shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The contract for these services will be based on the negotiated rates for services provided during the Contract Term. The individual tasks will be performed for at an agreed lump sum fee based on a breakdown of the individual tasks in the SOW at an amount previously negotiated with hourly rates with a maximum or not to exceed fee amount.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

VII. EVALUATION OF PROPOSALS/SELECTION CRITERIA

EVALUATION CRITERIA

The following criteria will be used in the evaluation of proposals and developing a short list of qualified firms. The evaluation items are listed in order of relative importance:

1. Qualifications of the Project Manager and Project Team.

Evaluation factors include but are not limited to:

- Demonstrated knowledge and understanding of the type of work to be performed;
- Managerial capabilities;
- Previous experience of the team in similar or related work;
- Recent experience in airport projects comparable to the projects listed in Attachment III including special areas associated with the project such as airport obstruction surveys.
- Capability to conduct a obstruction surveys that are particularly complex or have unique features;
- Key personnel's professional background and experience;
- Familiarity with federal, state and local conditions, codes, ordinances, laws and regulations governing the work;
- Demonstrated understanding of the project's potential problems and the Owner's special concerns.

2. Qualifications of the Firm

Factors to evaluate the qualifications and experience of the firm to perform the required services, including those of subcontractors and special consultants will include but are not limited to:

- Size of the firm relative to the scope of work;
- Depth, variety and availability of required staff disciplines;
- Insurance coverage;
- Information from references;
- Demonstrated ability to complete work within budget;
- Familiarity with applicable regulations governing the work;
- Previous related experience;
- Capability to provide various professional disciplines such as planning, environmental evaluations, financial analysis, architectural design, and mechanical, electrical, and civil engineering for numerous airports related capital projects;

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

- Capability to complete projects without having major cost escalations or overruns;
- Qualifications and experience of subcontractors regularly engaged by the offeror for similar work; and
- Quality of projects previously undertaken.

3. Response Capability

Response capabilities may include but are not limited to:

- Demonstrated ability to complete projects within the project schedule;
- Timeliness in meeting requirements for review, reports, meetings with staff and regulating agencies;
- Commitment to priority for the Authorities projects including current workload and degree of interest.

VIII. TERMS AND CONDITIONS

- A. **ASSIGNMENT OF CONTRACT** - The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the prior consent and approval in writing by the Authority.
- B. **COLLUSION AMONG OFFERORS** – More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. Each offeror, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.
- C. **CONTRACT EXECUTION AND RENEWAL** - The successful offeror shall sign a contract with the Authority. The successful offeror will submit to the Authority's Attorney a contract agreement providing for professional services between the owner and engineer. The contents of the proposal submitted by the successful offeror and this RFP shall become part of any contract awarded.

In the event that the offeror to whom the proposal is awarded does not execute a contract within 10 days **this is discretionary** after the award of proposal, the Authority may give notice to such offeror of intent to award the proposal to the

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

next most qualified offeror, or to call for new proposals, and may proceed accordingly.

Prior to the expiration date of the initial term of the contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Should any specific improvement be started and not be completed prior to the expiration of the contract term, the Authority reserves the right to require the Contractor to complete that specific improvement at the agreed upon fee.

- E. **CONTRACTUAL CLAIMS** - Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the **XYZ Airport Authority, Anywhere USA**, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Airport Authority Chairman shall issue the final decision of the Authority on the claim within 30 days of receipt of the claim and such decision shall be final and conclusive unless the Contractor appeals the decision in accordance with the Statute. Invoices for all services or goods provided by the Contractor shall be delivered to the Authority later than 30 days following the conclusion of the work or delivery of the goods.
- F. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED** –.
- G. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
- H. **ETHICS IN PUBLIC CONTRACTING** –.
- I. **EXPENSES INCURRED IN PREPARING PROPOSAL** – The Airport accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
- J. **EXCEPTIONS TO RFP** – Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted, as the offeror's intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- K. **INQUIRIES** - All inquiries concerning this RFP must be directed, in writing, to **Chairman X, XYZ Airport Way, Anywhere USA**. The last day questions will be entertained is **Determine a cutoff date**. A copy of all written questions received,

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

and subsequent responses provided, will be mailed, faxed or emailed to known offerors.

- L. INSURANCE REQUIREMENTS – Follow State and Local Regulations
- M. LAWS AND REGULATIONS – Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the XYZ County General District Court or the XYZ County Circuit Court.
- N. LIABILITY – The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
- O. LICENSES AND PERMITS - The successful offeror shall pay all town, county, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.
- P. OFFEROR RESPONSIBILITY – Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify any representations made by the Airport Authority that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
- Q. OWNERSHIP OF DOCUMENTS - The offeror agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports and other material gathered and/or prepared by or for it under the terms of the contract, not proprietary pursuant to any state law, shall become Public Domain. The Authority shall have the right to use and reproduce the data and reports and all other information submitted or generated hereunder and for which it has contracted, without additional compensation to the offeror.
- R. PAYMENT TO CONTRACTORS - The offeror agrees that should any subcontractor be employed by the offeror to provide any goods or services under this contract, the Contractor agrees to the following:

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

1. The Contractor shall within seven days after receipt of any payments from the Authority pursuant to the contract, either:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to the goods or services provided by the subcontractor; or
 - b. Notify the Authority and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: **Chairman X, XYZ Airport Way, Anywhere USA.**
 2. The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the Authority for goods or services provided under this contract, except for amounts withheld under subparagraph 1.b above.
 3. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 4. The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Authority.
 5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
 6. The Contractor shall provide, on the RFP submission form, its social security number if an individual or its federal employer identification number if a proprietorship, partnership or corporation.
- S. **PROTEST OF AWARD OR DECISION TO AWARD** – An offeror may protest an award or decision to award a contract directly to the Airport Authority, pursuant to the applicable provisions of the **State Statute.**
- T. **REJECTION OF PROPOSALS** - The Authority reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

- U. **RELATION TO AUTHORITY** – It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Authority and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- V. **SAFETY AND ACCIDENT PREVENTION** - the Contractor shall comply with all applicable federal, state and local laws, codes and regulations governing construction, safety, health and sanitation. The Contractor shall conform to all regulations set forth in the latest Occupational Safety and Health Administration Documents.
- W. **TERMINATION** - The Authority may terminate the contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the Contract and reasonable expenses incurred in reliance upon the contract.

The Contractor agrees that any resulting contract shall be subject to annual appropriations of the XYZ Regional Airport Authority, and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

- X. **AUTHORITY EMPLOYEES** – No employee of the Authority, shall be admitted to any share or part of this contract or to any benefit that may arise there from.
 - Y. **UNDERSTANDING OF RFP** - Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
- IX. **FEDERAL TERMS AND CONDITIONS**
- A. **AUDIT** - The Authority, the Federal Aviation Administration, the Comptroller General of the United States, or any other duly authorized representative shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts and transcriptions. The successful offeror shall maintain all records for 3 years after final payment and closure of other pending matters.
 - B. **TITLE VI ASSURANCES** - Appendix 1 of Advisory Circular No. 150/5100-14C, dated 2/16/94. See Attachment.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

X. SUBMITTAL INSTRUCTIONS

- A. **Chairman X** must receive two original and nine (9) copies of the qualifications proposal at the address specified below, not later than 2:00 p.m., EDT **Determined Date.**

Proposal submissions shall be addressed to:

XYZ Regional Airport Authority
ATTN: Chairman X
Aviation Way
Anywhere, USA

Proposals must be placed in a sealed envelope bearing the name of the offeror, the offerors address and the title and due date of the proposal. The proposal shall be signed in the name of the offeror and bear the signature of the person duly authorized to bind the firm in a contract. The name, address, and phone number of the point of contact shall be identified.

- B. **LATE PROPOSALS** - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Late proposals will not be considered.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

SAMPLE ONLY USE YOUR STATE MANDATED FORM IF THERE IS ONE

Appendix I - INSURANCE REQUIREMENTS CHECKLIST

| | |
|---|--|
| <p><u>NOTE: Review this section carefully with your insurance representative. This form must be completed and included with your submission.</u></p> | |
| <u>Name of Contractor & Contact:</u> | <u>Phone #</u> |
| <u>Name of Insurance Representative & Contact:</u> | <u>Phone #</u> |
| <u>CONTRACTOR'S GENERAL INSURANCE REQUIREMENTS: Please provide your responses to each item below by signifying "YES" or "NO" in the space provided to the right.</u> | <u>RESPONSE (YES, NO, or REMARKS)</u> |
| 1. The Contractor or any subcontractor <i>shall not begin</i> contracted work until they have obtained at their own expense <i>all of the insurance called for hereunder</i> and the XYZ Regional Airport Authority has approved such insurance. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Authorities Agent of original signed certificates of insurance or alternately, at the Authorities request, certified copies of the required insurance policies and endorsements. <i>Agreed?</i> | |
| 2. The Contractor shall require all <i>subcontractors</i> to maintain, during the term of this agreement, all types of liability insurance coverages in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the Authorities immediately upon request. <i>Agreed?</i> | |
| 3. Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it. The Contractor shall exercise precaution at all times for the protection of persons, (including employees) and property. <i>Understood?</i> | |
| 4. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor from any liability or obligation imposed by the provisions of the contract documents. <i>Understood?</i> | |
| 5. The Contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Contractor's work. <i>Understood?</i> | |
| 6. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work. <i>Understood?</i> | |
| 7. The Contractor shall assume all on-the-job responsibilities as to the control of persons | |

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

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| directly employed by it and of the subcontractors and any persons employed by the subcontractor. <i>Understood?</i> | |
| 8. Insurance Coverage required in these specifications <i>shall be in force throughout the Contract Term</i> . Should the contractor fail to provide acceptable evidence of current insurance within <i>seven days</i> of written notice at any time during the contract term, the Authority shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the contract at time of termination. <i>Understood?</i> | |
| 9. Permission is granted to the Contractor to purchase the required insurance subject to reasonable deductibles provided it is expressly understood and agreed that any payments required by the use of such deductibles are the exclusive responsibility of the Contractor. <i>Agreed?</i> | |
| 10. All required insurance coverages must be acquired from insurers <i>Best Rated A-IV</i> or better, authorized to do business in the <i>Commonwealth of Virginia</i> , and acceptable to the Authority. <i>Agreed?</i> | |
| 11. The <i>Certificate Holder</i> shall be the <i>XYZ Regional Airport Authority</i> . <i>Agreed?</i> | |
| 12. The Certificate should state <i>RFP No. 2003-14, Professional Surveying/Consulting Services, XYZ Regional Airport</i> . <i>Agreed?</i> | |
| <ul style="list-style-type: none"> ➤ The Certificate should state: (a) <i>"The XYZ Regional Airport Authority is named as an additional insured with respect to liability arising out of any work performed by or on behalf of _____ ('the Contractor'); Agreed?</i> ➤ <i>Coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Authority. Agreed?</i> ➤ <i>"This insurance is primary to other insurance or self-insurance, whether such other coverage is stated as primary, excess, contingent or otherwise." Agreed?</i> | |

| CONTRACTOR'S GENERAL INSURANCE REQUIREMENTS: Please provide your responses to each item below by signifying "YES" or "NO" in the space provided to the right. | RESPONSE (YES, NO, or REMARKS) |
|--|---|
| <u>Required Casualty Insurance--</u> The contractor, supplier, and others, and any contractor employed by them shall obtain, pay for, and maintain from the date of the contract to the completion and acceptance of all work under the contract (or termination of services in the case of suppliers) the following coverages as applicable to this contract: <i>Agreed?</i> | |
| 1. <u>Workers' Compensation and Employers' Liability Insurance</u> shall protect the contractor/supplier from all claims under the applicable workers' compensation act of the state in which the work is performed and shall cover all employees employed at the site and those persons working under the contractor/supplier's direction. Any such insurance shall also include coverage for obligations imposed by any Federal Compensation laws or any maritime laws when the nature and scope of the contract includes any activities subject to such laws. <i>Agreed?</i> | |
| ➤ Workers' Compensation - Statutory Benefits | |
| ➤ Employers' Liability - minimum limits of liability \$1,000,000 each accident, each employee | |

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

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| <p>2. <u>Commercial General Liability Insurance</u>-shall protect the contractor/supplier (<i>and shall name the Authority as a primary additional insured</i>) against losses resulting in <i>bodily injury, personal injury and property damage</i> caused by or arising out of the contractor's operations under the contract. <i>Agreed?</i></p> | |
| <p>➤ Such insurance shall include coverage for <i>contractual liability, premises operations, and products and completed operations</i>. <i>Agreed?</i></p> | |
| | |
| <p>➤ The coverage for completed operations <i>shall be maintained for a period of two years</i> following completion and acceptance of the work performed. <i>Agreed?</i></p> | |
| <p>➤ Exclusions with respect to damage to underground property, damage by collapse of structures, and damage from the use of explosives <i>shall be deleted</i> from any insurance contracts purchased to comply with these requirements whenever the scope of work might directly or indirectly result in such damage. (<i>include X, C, U coverage</i>) <i>Agreed?</i></p> | |
| <p>➤ Minimum limits of liability are \$2,000,000 per occurrence and in the aggregate annually <i>Agreed?</i></p> | |
| <p>➤ General liability aggregate shall apply specifically to this project? <i>Agreed?</i></p> | |
| <p>➤ Contractual and other liability insurance provided under this contract <i>shall not contain a supervision, inspection or engineering services exclusion</i> that would preclude the Authority from supervising and/or inspecting the project as to the end result. <i>Agreed?</i></p> | |
| <p>3. <u>Business Auto Liability Insurance</u> - shall protect the Contractor against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or use of any motor vehicle, owned, hired, or nonowned used in the performance of the contract.</p> | |
| <p>Combined single limit shall be \$1,000,000 per occurrence. <i>Agreed?</i></p> | |
| <p>4. <u>Umbrella or Excess Liability Insurance</u> - shall protect the Contractor (<i>and shall name the Authority as primary additional insured</i>) against losses resulting in bodily injury, personal injury or property damage in excess of any limits required under General Liability and Business Automobile Liability above.</p> | |
| <p>➤ Minimum limits of liability are \$3,000,000 per occurrence and in the aggregate annually <i>Agreed?</i></p> | |
| <p>➤ Umbrella/Excess liability aggregate shall apply specifically to this project? <i>Agreed?</i></p> | |
| <p>5. <u>Environmental Liability Insurance</u> - shall protect the Contractor against liability caused by or arising out of transportation, storage, or disposal of hazardous waste or pollutants. This coverage requirement only applies to specific contracts involving environmental or hazardous substance operations or services.</p> | |
| <p>➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually <i>Agreed?</i></p> | |
| <p>6. <u>Professional Liability Insurance</u> - shall protect the Contractor against service provider for claims resulting from alleged professional errors and omissions.</p> | |
| <p>➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually. <i>If possible, have Professional coverage scheduled as an underlying coverage on the umbrella policy.</i> <i>Agreed?</i></p> | |

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

Indemnification—The Contractor shall indemnify, protect, defend and hold harmless the Authority, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney’s fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the operations performed under the contract except such loss, damage or injury as is caused by the sole negligence of the Authority. This indemnity agreement shall impose liability on the Contractor to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressly deleted from said agreement.

“Injury” or “damage” as these words are used in the foregoing paragraph, shall be construed to include, but not be limited to, injury or damage consequent upon the failure of or use or misuse by the contractor/supplier, his subcontractors, agents or employees of any hoist, rigging, block, scaffolding, or any and all kinds of equipment whether or not owned, furnished or lent by the Authority

Whenever the contractor or subcontractor shall use any scaffold, hoist or equipment of any other kind belonging to the Authority, contractor or any third party, whether or not included in any list of equipment necessary for the performance and completion of the work described, the contractor shall satisfy himself as to the safety of such facilities and agrees that the foregoing indemnification agreement applies to any liability arising out of the use of said equipment.

The purchase of insurance by the contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section.

Offeror Statement – I understand the insurance requirements of these specifications and will comply in full if awarded this contract.

Print Name: _____

Signature: _____

Date: _____

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

Appendix II

RFP SUBMISSION FORM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

FIN or SS NO. _____

Organized under the laws of the State of _____

Principal place of business at _____

BPOL License No., if applicable _____

Following are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

| Name | Address |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The XYZ Regional Airport Authority requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Authority shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the XYZ Regional Airport Authority, or members of their immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of (Enter local, county or state law citations here) usually titled State and Local Government Conflict of Interests Act.

The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

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**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

Appendix III

PROPOSED SCHEDULE

| | |
|----------------------------|--------------------------|
| Issue Request For Proposal | Date X |
| Proposals Due | three weeks from date X |
| Review of Proposals | one week |
| Selection | three days |
| Contract Award | two days after selection |

This is only a proposed schedule of events. Use your own timeline based on type of survey and expected number of proposals to review.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

Appendix IV

SUPPLEMENTAL INSTRUCTIONS

It may be advantageous to have the contractor do any additional architectural, engineering, surveying planning type work in addition to the aeronautical information survey. If this is the case, it can be included in the GENERAL Scope of SERVICES or it may be added here as additional information.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

Appendix V

Sample Project Reporting Format

Include here a copy of FAA form 5370_1 (which can be downloaded from the FAA Surveying GIS web site) as an example. Since this form is used for other types of Airport Grant tracking it may be advantageous for the airport officials to include a similar format for tracking of the project. The completion of the form itself does not specifically have to be used, however it is a good format to follow even if the reports are accomplished through email.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

APPENDIX VI

CONTRACTOR REQUIREMENTS

TITLE VI ASSURANCES

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:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination, or suspension of the contract, in whole or in part
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs I through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**PROFESSIONAL SURVEYING/CONSULTING SERVICES
XYZ REGIONAL AIRPORT**

RFP NO. XXX

Sample RFP

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement

2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.