

REQUEST FOR PROPOSAL
TERMINAL AREA MASTER PLAN (TAMP)
FOR THE
CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
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Request For Proposal No. 59/2014
Closing Date: 5:00 p.m., CST, Friday, March 21, 2014

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1 GENERAL REQUIREMENTS

1.1 PURPOSE

The City of Columbia is seeking proposals containing statements of qualifications and experience from qualified airport planning consultants for the purpose of selecting an individual and/or firm to prepare a Terminal Area Master Plan (TAMP) at the Columbia Regional Airport (COU).

1.2 SCHEDULE OF ACTIVITIES

DATE	ACTIVITY
March 3, 2014	Close of written <i>Requests for Additional Information</i>
March 7, 2014	Written responses to <i>Requests for Additional Information</i> sent to all
March 21, 2014	Request for Proposal is due by 5:00 p.m. CST
May 1, 2011	Contract Start Date (anticipated)
The above dates are target dates and may change.	

1.3 DUE DATE FOR PROPOSALS

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 59/2014 TERMINAL AREA MASTER PLAN (TAMP)".

1.4 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Will Hobart, Purchasing Agent

Phone: (573) 874-7687

Fax: (573) 874-7762

E-mail: wahobart@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on March 3, 2014.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

1.5 VALIDITY OF PROPOSALS

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

1.6 REJECTION OF PROPOSALS

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the

requirements specified must be identified in the proposal.

1.7 WITHDRAWAL OF PROPOSALS

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

1.8 ALTERATION OF SOLICITATION

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

1.9 RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

1.10 INCURRING COSTS

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

1.11 COLLUSION CLAUSE

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

1.12 CONTRACT DOCUMENTS

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

1.13 FUNDS

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

1.14 TAX EXEMPTION

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.

1.15 APPLICABLE LAW

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

1.16 RESPONSIBILITY

The City of Columbia reserves the right to require the apparent successful vendors to file proof of

his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.

1.17 ASSIGNMENT

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City of Columbia. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

1.18 AUDITING OF INVOICES

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

1.19 NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

1.20 TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City of Columbia shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City of Columbia, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of the contract by the firm, and the City of Columbia may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the City of Columbia from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

1.21 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Manager will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

1.22 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (c) Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

1.23 INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

Premises and Operations
Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.

Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$1,000,000 Each Occurrence (Comb.Single Limit for Bodily Injury & Prop. Damage)

\$1,000,000 Aggregate for Products/Completed Operations

\$1,000,000 Personal Injury/Advertising Injury

\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available).

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of

the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

2 SCOPE OF WORK

2.1 BACKGROUND

The City of Columbia is requesting qualifications from airport consulting firms for the purpose of preparing a Terminal Area Master Plan (TAMP) at the Columbia Regional Airport (COU).

Funding for this project will be through a MoDOT Aviation grant with matching funds provided by the City of Columbia.

2.2 SCOPE OF SERVICES

The TAMP will consist of an inventory of existing terminal facilities and data required for the study, a forecast of future airline/air cargo activity and demand, a determination of facilities or improvements needed to provide for this forecast, and a financial plan to facilitate the necessary changes. Alternate improvement concepts are to be developed in order to enhance the Airports potential and marketability. The TAMP shall be completed in accordance with applicable Federal Aviation Administration (FAA) guidelines and requirements and shall include revising pertinent portions of the Airport Layout Plan.

A detailed scope of services will be developed as part of contract negotiations with the selected firm. In addition to normal survey and design responsibilities, the selected firm will have extensive experience in working with regulatory agencies, communities, and organizations related to the TAMP; demonstrated ability to work within the local, state and national regulatory environment; demonstrated capability to communicate effectively with municipal employees and conducting citizen information meetings.

2.3 QUALIFICATIONS

The successful firm will have airport design and engineering qualifications and previous experience in similar planning projects involving small, non-hub commercial service airports. The qualified firm will have extensive experience working with regulatory agencies, communities/organizations related to aviation facilities planning, airport layout; demonstrated ability to work within the local and national regulatory environment; and demonstrated capability to communicate effectively with municipal employees and the public.

3 PROPOSALS

Three (3) copies of the proposal marked "RFP 59/2014 TERMINAL AREA MASTER PLAN (TAMP)"

Proposals submitted shall include the following:

1. A brief description of consulting firm.
2. The qualifications and background of consulting firm.
3. A summary of any arrangements that will be made with any other firm for assistance on this work.
4. A list of key personnel to be involved in the work, their experience, and the role they will fill.
5. A list of similar work done for other Airports or agencies completed in the last five (5) years including: a description of the work done, the year, the name of the Airport and/or agency, and the action taken as a result of the work. A list of references should be included for each assignment that is described.
6. A discussion explaining why you think the City of Columbia would benefit by selecting your firm to do the work.
7. A description of the approach the firm will take to complete the work, including a project schedule with major tasks, and target completion dates.
8. Availability of the firm for participation at public hearings and council meetings.

Fee information will not be considered in the ranking process and must not be submitted with the proposal.

3.1 VENDOR INFORMATION

Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

Provide information about your firm to include:

- (a) Name, address, phone and fax number(s) and email address of firm
- (b) Name and title of primary contact person
- (c) Date firm established
- (d) Proposed service team including titles and responsibilities
- (e) Resume on each team member

3.2 EXPERIENCE

The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable the City to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:

- (a) Name and address of contracting activity, state or local government agency or commercial customer
- (b) Contract type
- (c) Contract value
- (d) Brief description of services required under the contract, including performance location(s) and performance period
- (e) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance

3.3 PROJECT DETAIL

Provide a detailed description of the proposed solution. At a minimum the description should include or provide;

- (a) Narrative of Scope of Work and services proposed
- (b) Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
- (c) Describe any activities require from the City of Columbia employees.
- (d) Describe you firm's approach to documenting errors in current billings, and cost saving associated with this project. Provide examples of your project documentation and deliverables.
- (e) Surveying and data analysis methodology with examples of surveys and reports.
- (f) Describe any other benefits the City will realize through a contract with your firm.

4 SUBMISSION OF PROPOSAL

4.1 TRANSMITTAL LETTER

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

4.2 FORMAT OF PROPOSAL

Proposals are to be kept within 50 pages with a minimum font size of 11.

5 EVALUATION AND AWARD

5.1 EVALUATION

A selection committee, composed of professional staff of the City of Columbia, will receive proposals from interested firms in response to this Request for Qualifications in accordance with the timeline noted above. After the deadline for receipt of proposals, the selection committee will review the proposals and select at least two and no more than four firms to be interviewed. Interviewed firms will be ranked according to qualifications, experience, and their approach to the project. The best qualified firm will be selected by the selection committee to perform these services.

Selection will be based on the following criteria:

1. Proven background and experience in the type of work required.
2. Reputation of the firm with respect to similar airport work.
3. Availability of the firm for participation at public hearings and council meetings.
4. References provided.
5. Ability to complete the work in the time required.
6. Specific background and experience of the key people who will be involved in providing these services.
7. Knowledge of applicable federal and state regulations and requirements.

The consultant should also provide an affidavit of compliance with the federal work authorization program

and a copy of the firm's E-Verify Memorandum of Understanding (15 CSR 60-15.020).

The consultant must be registered in good standing with the Missouri Secretary of State's office before beginning work on the project.

5.2 SELECTION AND AWARD

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion. Final award of the contract will be subject to the successful negotiation of the contract scope of services and fee structure. Respondent shall agree and understand the City has the right to review the project approach offered and request a portion or portions be revised, eliminated or enhanced or tailored to meet the needs of the City and that corresponding changes to the price proposal will be open to negotiation.