



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS RFQ 23-083

For

AIRPORT- PROFESSIONAL SERVICES

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking Statement of Qualifications from **Airport Engineering and Consulting Firms** interested in participating on future projects for the County. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

INSTRUCTIONS

One [1] original and two [2] signed copies of the statement of qualifications must be received in a sealed envelope plainly marked “**23-083 Airport – Professional Services**” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the qualifications must sign the submittal in blue ink.

Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301, prior to **2:00 PM on May 25, 2023**. This address is the St. Charles County Administration Building.

St. Charles County reserves the right to accept and/or reject any and all Qualifications.

QUALIFICATION INQUIRIES

Any questions concerning this Request for Qualification must be submitted in writing to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

For questions or inquiries concerning the proposed project specifications, please contact:

Dennis Wiss, A.A.E., Airport Manager
St. Charles County Regional Airport – Smartt Field
6390 Grafton Ferry Road
Portage des Sioux, MO 63373
(636) 949-1893
dwiss@sccmo.org

- The RFQ number and title shall be referenced on all correspondence.
- All questions must be received no later than **2:00 PM** on **5/15/2023**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Qualification Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

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TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all Qualifications.
- All Qualifications will be considered final as submitted. County reserves the right to make inquiry of the Firms submitting qualifications to clarify its understanding of the Firm's submittal.
- St. Charles County intends to engage on-call consultant(s) for a period of five (5) years as a result of this RFQ. Awarded consultant(s) will be awarded individual contracts for each project that is initiated during this five-year term.
- The electronic version of this Request for Qualifications is available upon request. The document was created using Microsoft Word. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this Request for Qualifications on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Firms are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the Qualification must sign all Qualifications, in blue ink.
- St. Charles County will not award any contract to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Any successful Firm is specifically denied the right of using in any form or medium the names of St. Charles County or any division, department or bureau of St. Charles County for public advertising unless express written permission is granted.

➤ **INSURANCE:**

Errors and Omissions (Professional Liability): With limits of not less than \$1.0 million per claim/\$2.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.

Commercial General Liability (CGL): \$1,000,000/\$3,000,000 including Products/Completed Operations. CGL coverage shall cover all liability arising from premises, operations, independent contractor and personal injury and liability assumed under an insured contract.

Automobile Liability: Covering liability arising out of the use of any owned, hired, leased or non-owned vehicle in an amount of no less than \$1,000,000 per occurrence.

Workers Compensation/Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

Excess Umbrella: Liability with a limit of no less than \$1,000,000 in excess of the above policies.

- All insurance to be written through a company duly authorized to do business in the State of Missouri with an A.M. Best Rating of A-IX or higher.
- The Professional Liability, CGL, Automobile and Umbrella policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change.
- A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies.
- The required insurance provided by the "Firm" shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.
- A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work.

Certification

The Firm understands and agrees that by signing the statement of Qualification document, the Firm certifies the following:

The Firm shall only utilize licensed professional personnel who have had their qualifications submitted as part of the Firm's Qualifications document (or subsequent updates). All personnel utilized must be authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Firm is found to be in violation of this requirement or applicable federal, state and /or local laws and/or regulations, and if the County of St. Charles has reasonable cause to believe that the Firm has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Firm from doing business with the County.

The Firm agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity (Firm), the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this Qualification request. Firms may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a Qualification solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Firm, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

Open Records

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

PART A: NOTICE TO AIRPORT ENGINEERING AND CONSULTING FIRMS

St. Charles County, Missouri ("Sponsor"), is hereby soliciting statements of qualifications and experience from qualified Engineering and Consulting Firms for airfield development projects at the St. Charles County Regional Airport - Smartt Field. Projects may be subject to future receipt of Federal funding under the Federal Aviation Administration (FAA) Airport Improvement Program, as administered by the Missouri Department of Transportation (MoDOT) through the State Block Grant Program (SBGP). These projects may include the following:

1. Terminal Area Improvements to include flood mitigation measures and grading and drainage improvements, estimated cost \$3,000,000,
2. Installation of aboveground fuel tank(s) and system, estimated cost \$540,000,
3. Mill and overlay Runway 18/36, estimated cost \$1,404,000,
4. Runway 09/27, taxiway and apron pavement maintenance, estimated cost \$600,000,
5. Geospatial services for Approach Procedure Development (WAAS), estimated cost \$90,000,
6. Acquire Snow Removal Equipment, estimated cost \$96,000,
7. Terminal parking lot rehabilitation, estimated cost \$330,000,
8. Grading, drainage and flood abatement, estimated cost \$360,000,
9. Runway Protection Zone (RPZ) Land Acquisition, estimated cost \$1,080,000,
10. Install perimeter fencing, estimated cost \$720,000,
11. And other projects that may arise during the course of this Agreement.

The required services include, but are not limited to, engineering services for preliminary, design, bidding, and construction phases and incidental special services including geotechnical, preparing categorical exclusion documentation, as-built ALP updates, and surveying. The consultant should provide the name(s) of preferred firm(s) for any work which is likely to be sub-consulted. Sub-consultant changes can occur with Sponsor approval. At the Sponsor's discretion, this selection can be retained for projects initiated within five years or until all projects are complete. Projects other than those listed above will require a new solicitation except as allowed in FAA Advisory Circular 150/5100-14 paragraph 2.7.2 (4). **Disclosure:** Under a previous agreement, Jviation, Inc., a Woolpert Company, assisted the Sponsor with preparation of their CIP and the above cost estimates.

A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized to select the most qualified firm. Selection criteria will include, but may not be limited to:

- Recent experience in airport projects
- Capability to perform all aspects of project
- Ability to meet schedules within budget
- Knowledge of FAA/MoDOT design and construction standards
- Knowledge of FAA/MoDOT regulations, policies and procedures
- Types of previous airport projects undertaken and completed
- Personnel experience and qualifications
- Familiarity with, and proximity to the project airport
- An implemented Affirmative Action Program

Fees will be negotiated for projects as federal funds become available. Engineering and

Consulting **Firms shall not include fee or cost information when responding to this solicitation.** Prospective Engineering and Consulting Firms are advised that applied overhead rates must be in accordance with the cost principles established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures. After selection, the successful firm will be required to submit a copy of their current overhead rate audit certification or MoDOT pre-approval.

This contract is subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E, which include, but are not limited to:

- Title VI of the Civil Rights Act of 1964
- Section 520 of the Airport and Airway Improvement Act of 1982
- DOT Regulation 49 CFR Part 20 – Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 – Disadvantaged Business Enterprises Participation
- DOT Regulation 49 CFR Part 30 – Foreign Trade Restriction Clause
- DOT Regulation 2 CFR Part 180 and 1200 – Government Debarment and Suspension
- DOT Regulation 2 CFR 200 Appendix II, including Access to Records and Reports, Breach of Contract Terms, Rights to Inventions, and Termination of Contract
 - The most current version of the Federal Contract Provisions for A/E agreements will be included in each agreement.

Submittals regarding “Part A” should be limited to a maximum of twenty (20) pages. 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. These pages may be in addition to the maximum 20 pages of SOQ information.

PART B: NOTICE TO AIRPORT PLANNING/ENVIRONMENTAL ENGINEERING AND CONSULTING FIRMS

St. Charles County, Missouri (“Sponsor”), is hereby soliciting statements of qualifications and experience from qualified Planning/Environmental Engineering and Consulting Firms for airfield development projects at the St. Charles County Regional Airport - Smartt Field. Projects may be subject to future receipt of Federal funding under the Federal Aviation Administration (FAA) Airport Improvement Program, as administered by the Missouri Department of Transportation (MoDOT) through the State Block Grant Program (SBGP). These projects may include the following:

1. Update Airport Layout Plan, estimated cost \$180,000,
2. Runway Protection Zone (RPZ) Land Acquisition, estimated cost \$1,080,000,
3. Preparation of a Certificate of Title, including an Exhibit “A” Property Map, 40,000,
4. Geospatial services for Approach Procedure Development (WAAS), estimated cost \$90,000,
5. Assistance with required environmental actions and documentation,
6. And other projects that may arise during the course of this Agreement.

The required services include, but are not limited to, airport planning, environmental, land acquisition, and necessary incidental services. The consultant should provide the name(s) of preferred firm(s) for any work which is likely to be sub-consulted. Sub-consultant changes can occur with Sponsor approval. At the Sponsor’s discretion, this selection can be retained for

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projects initiated within five years or until all projects are complete. Projects other than those listed above will require a new solicitation except as allowed in FAA Advisory Circular 150/5100-14 paragraph 2.7.2 (4). **Disclosure:** Under a previous agreement, Aviation, Inc. assisted the Sponsor with preparation of their CIP and the above cost estimates.

A qualifications-based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized to select the most qualified firm. Selection criteria will include, but may not be limited to:

- Recent experience in airport projects
- Capability to perform all aspects of project
- Ability to meet schedules within budget
- Knowledge of FAA/MoDOT regulations, policies and procedures
- Quality of previous airport projects undertaken
- Personnel experience and qualifications
- Familiarity with, and proximity to the project
- An implemented Affirmative Action Program

Fees will be negotiated for projects as federal funds become available. Engineering and Consulting **Firms shall not include fee or cost information when responding to this solicitation.** Prospective Engineering and Consulting Firms are advised that applied overhead rates must be in accordance with the cost principles established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures. After selection, the successful firm will be required to submit a copy of their current overhead rate audit certification or MoDOT pre-approval. This contract is subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E , which include, but are not limited to:

- Title VI of the Civil Rights Act of 1964
- Section 520 of the Airport and Airway Improvement Act of 1982
- DOT Regulation 49 CFR Part 20 – Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 – Disadvantaged Business Enterprises Participation
- DOT Regulation 49 CFR Part 30 – Foreign Trade Restriction Clause
- DOT Regulation 2 CFR Part 180 and 1200 – Government Debarment and Suspension
- DOT Regulation 2 CFR 200 Appendix II, including Access to Records and Reports, Breach of Contract Terms, Rights to Inventions, and Termination of Contract,
 - The most current version of the Federal Contract Provisions for A/E agreements will be included in each agreement.

Submittals regarding “Part B” should be limited to a maximum of twenty (20) pages. 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. These pages may be in addition to the maximum 20 pages of SOQ information.

CONSULTANT SELECTION CRITERIA AND EVALUATION

Consultants should submit their Professional Qualifications for review and consideration. Items of special interest in the review of qualifications include demonstrated understanding of this project and the performance of similar projects in the last 5 years involving the key personnel proposed for this project.

Qualifications will be evaluated and reviewed by the County. Further steps in the selection process may include interviews with selected firms and will be at the discretion of the County. Any evaluation criteria, weighing of criteria, or ranking is used only as a tool to assist in selecting the most qualified firm for this project.

1. **General experience of firm (35 points)** – Evaluate the consulting firm based on the following:
 - Recent experience in airport projects
 - Capability to perform all aspects of project
 - Ability to meet schedules within budget
 - Knowledge of FAA/MoDOT design and construction standards
 - Knowledge of FAA/MoDOT regulations, policies and procedures
 - Quality of previous airport projects undertaken
 - Familiarity with, and proximity to the project
 - An implemented Affirmative Action Program
2. **Overall past performance (10 points)** – Rate the adequacy of firms that have previously performed work with St. Charles County or other agencies in related fields, assigning a maximum of 10 points.
3. **Qualifications of personnel (30 points)** – Rate the qualifications of employees designated to this engagement, assigning a maximum of 30 points for the firm with the most qualified personnel (qualitative). Reduce the rating for a level of personnel inadequate to handle the firm's indicated workload.
4. **Familiarity and capability (10 points)** – Evaluate the firm's familiarity and ability to comply with the required procedures and contract requirements.
5. **Accessibility (15 points)** – Priority is given to firms with a previously established record of responsiveness to their clients' needs and a familiarity with the area in which the project is located.

Award is dependent upon successful negotiation of price. If the parties fail to agree on price, the County reserves the right to negotiate with the next most qualified Consultant. Upon award of this work, you will be expected to execute the professional services contract agreement that is attached.

Exception Sheet

If the item(s) and/or services proposed in the response to this Request for Qualifications is in any way different from that contained in this Request for Qualifications, the Firm is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Firm's offer is in total compliance with all aspects of the proposal or Qualification.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

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APPENDIX A – CERTIFICATION OF SUBMITTAL REQUIREMENTS

This form must be signed and included with the submitted statement of qualifications.

The undersigned certifies to the following:

1. This firm is registered to do business in the State of Missouri and is in good standing with the Secretary of States' Office.

☐ Yes ☐ No

2. This firm carries insurance coverage that meets or exceeds the minimum requirements of St. Charles County.

☐ Yes ☐ No

3. The firm certifies that it is submitting qualifications for one or all of the following:

☐ Part A, Airport Engineering/Consulting Services

☐ Part B, Airport Planning/Environmental Services

☐ Parts A & B, Airport Engineering/Consulting Services and Airport Planning/Environmental Services

Printed Name and Title

Signature

Name of Company

APPENDIX B

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION

Audit Clause for Contracts

Examination of Records

The Firm's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-Engineering and Consulting Firms under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-Engineering and Consulting Firms.

Firm Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all Qualification terms and conditions)

Date: _____

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APPENDIX C

AFFIDAVIT OF WORK AUTHORIZATION

The Firm who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative)
as _____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is
enrolled and will continue to participate in the E-Verify federal work authorization program with
respect to employees hired after enrollment in the program who are proposed to work in
connection with the services related to contract(s) with the County for the duration of the
contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm
that _____ (Business Entity Name) does not and
will not knowingly employ a person who is an unauthorized alien in connection with the
contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands
that false statements made in this filing are subject to the penalties provided under section
575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

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