

REQUEST FOR QUALIFICATIONS

**Airport Program Coordination Services
for the
XWA Williston Basin International Airport**



**Proposals Due: April 21, 2017
3:00PM Central Daylight Time**

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ANTICIPATED SOLICITATION TIMELINE

<u>Target Date</u>	<u>Event</u>
April 5, 2017	Solicitation posted on City of Williston website
April 12, 2017	Questions Due by 5:00PM CDT
April 17, 2017	City of Williston Response to Questions
April 21, 2017	Proposal Deadline at 3:00PM CDT
April 21-24, 2017	Evaluation Period
April 25, 2017	Notice of Award

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1.0 – INVITATION TO SUBMIT QUALIFICATIONS

The City of Williston is soliciting qualifications for qualified Respondents to enter into an agreement to provide Airport Program Coordination Services for the XWA Williston Basin International Airport.

Sealed Proposals are to be submitted to:

David Tuan
City Administrator
PO Box 1306
Williston ND 58802
701-713-3800
davidt@ci.williston.nd.us

1.1 - Qualifications Submission Deadline

Qualifications will be accepted until 3:00PM CDT April 21, 2017.

1.2 - Questions Regarding Request for Qualifications

Questions and requests for additional information may be directed to:

Rick Skumavc
701-500-6873
rick@cardonglobal.com

Questions must be received by **5:00PM CDT on Wednesday, April 12**. Responses to submitted questions shall be posted on the City's website by 5:00PM on Tuesday, March 14 as an addendum to this Request for Proposal.

1.3 – Certification of Regarding Debarment

By submitting a bid/proposal under this solicitation, Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

1.4 - Time Is of the Essence

The City wishes to secure the services described herein as quickly as reasonably possible so as not to jeopardize the program schedule. The timeline for submission and evaluation of proposals is reflective of this consideration, and as such, potential respondents should infer neither bias nor lack of rigor in this procurement process.

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2.0 – MANDATORY RESPONDENT CRITERIA

Respondents must meet the following mandatory requirements to be considered for an award of contract. Respondents will address each mandatory requirement specifically in their qualifications submission by submitting written evidence to support and affirm Mandatory Respondent Criteria.

1. Respondent shall have provided program coordination or related services for at least one airport within the past ten (10) years.
2. Respondent shall have provided FAA coordination and compliance services for at least one airport within the past ten (10) years.
3. Respondent shall accept all contract provisions as described within Section 6.0, Required Contract Provisions.

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3.0 SCOPE OF SERVICES

3.1 – Overview of Requested Services

The City of Williston wishes to engage the services of a qualified Airport Program Coordination Consultant for Williston Basin International Airport program. This Consultant will develop, coordinate, and communicate the various planning, design, and construction efforts required to relocate the airport for the Owner.

There are also several anticipated components of the airport relocation that are neither a design- nor construction-related project, such as effectively communicating with stakeholders and the general public through the development of specific plans for transitioning from Sloulin Field International Airport to Williston Basin International Airport. This scope will address the development of those various plans to assist the Owner's airport management team in that communication process to facilitate a successful transition to the Williston Basin International Airport.

This scope also address essential program elements that will need to be completed for the transition of the airport that are not incorporated into other agreements of the airport relocation program, and will require the coordination of other parties, such as assisting with the redevelopment of the overall financial program, as needed, for the relocation, maintaining compliance with AIP funding requirements, regulatory compliance and coordinating development by third-party entities on the airport.

3.2 – Detailed Scope of Services

3.2.1 Program and Project Management

The selected Consultant shall provide robust Program and Project Management services. Project management is crucial to the success of all projects; specifically it is crucial to this project and program. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. Program management is the discipline of planning, organizing, and managing resources to successfully meet the overall program objectives and goals.

The selected Consultant will manage and coordinate the work effort required to complete this project, including establishing and maintaining paper and electronic records, fulfilling requests for information, coordinating project tasks, conducting and documenting project team meetings, and preparing progress reports.

The selected Consultant shall designate a Project Manager, whose responsibilities shall include, but not necessarily be limited to:

- Developing a project plan and a project team;
- Defining project goals and objectives;
- Specifying tasks and resources;
- Supporting budget and schedule through coordination activities;
- Handling all day-to-day activities;
- Coordinating all actions throughout the duration of the project with various stakeholders;
- Notifying Owner of any and all issues, problems, or concerns as they arise;
- Delegating tasks to project team;
- Coordinating subconsultant activities;

- Acting as primary liaison between the Owner, key stakeholders, and the project team; and
- Delivering a successful project to the Owner.

3.2.2 Plan and Execute Communications

The selected Consultant shall provide project communications planning and execution for all identified stakeholders, including, but not necessarily limited to, City Administration, City Commission, regulatory agencies, and the public. These are described in more detail below.

Public Communications Plan

The Consultant shall work with Cardon Global and the City in a supporting role to assist in the development of a Public Communications Plan. The focus of this plan will be to establish a schedule of distribution and specific messaging to provide information regarding project progress and to address general public questions raised during the construction process. The Consultant shall be responsible for developing scheduled as well as ad hoc communications as project needs dictate, and/or as requested by the Owner. Anticipated deliverables include:

- Flyers
- Information booklets
- Presentations
- Interviews
- Information for social media

City Commission/Administration Communication

The selected Consultant will attend all necessary City Commission meetings (as determined by the Owner) for the duration of the project to assist in communicating key project elements to City leadership and administration. Selected Consultant shall be responsible for preparing presentations and handouts as deemed appropriate. Consultant should expect to attend two (2) City Commission meetings per month for the duration of the project.

Congressional Briefings

Development of the Williston Basin International Airport will be funded with Federal dollars, and as such, North Dakota's Congressional delegation has been very involved in the planning and environmental process. Selected Consultant shall be responsible for communicating technical, funding, and process issues as required by the Congressional delegation during construction of the airport. This communication shall include both formal and informal briefings with staff, Senators, and Representatives as required. Further, selected Consultant may be asked to attend two (2) meetings in Washington, D.C. with Congressional staff to report program status.

3.2.3 Maintain Program Financials/Funding

The selected Consultant shall be responsible for maintaining all program financials, securing funding, and maintaining compliance with federal, state, and local reporting, coordination, and closeout requirements.

Funding

The FAA has determined that AIP discretionary funding will be utilized on a "pay as you go" basis throughout the project. This FAA funding mechanism will require several meetings with the FAA to determine acceptable project formulation and to identify which projects will be funded on an annual basis and which projects will be determined to be eligible for AIP discretionary funding. The selected Consultant will also assist the Owner in reviewing the use of other funding mechanisms to facilitate the development of program elements that typically would be eligible for FAA funding.

The selected Consultant will attend monthly program update meetings with the FAA in Bismarck and ad hoc meetings in Chicago or Washington D.C. to provide financial updates on status of ongoing project and future projects including FAA funding and other sources.

As the program moves forward funding streams will naturally fluctuate and change; some funding fails to materialize and other funding sources present themselves. Additionally, project costs fluctuate and change. Selected Consultant shall assist with reporting program financials for both periodic updates (on a quarterly basis, at minimum) and ad hoc review.

Selected Consultant shall attend meetings as required to secure funding and report financial status. These meetings shall include, but not necessarily be limited to:

- Meetings with the FAA in Minneapolis, Chicago or Washington D.C. to coordinate funding, as needed;
- Monthly meetings for the duration of the project with the FAA in Bismarck to provide updates on program funding; and
- Meetings with the City of Williston as needed.

Financial and Status Reporting

Selected Consultant shall be responsible for program-wide financial and status reporting, including, but not limited to:

- *Bi-Weekly Budget Review/Projections.* The Consultant shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.
- *Monthly Invoicing.* The Consultant shall prepare monthly billings of project accounting.
- *Monthly Status Reports.* The Consultant shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.
- *Updated Program Overview Report.* The Program has developed a Program Overview Report to provide information to the Owner and Owner's Representative. The Consultant shall update this report on a routine basis as new information is collected on the status of the various program projects. The report contains the following information:
 1. Executive Status Report
 2. Program Financial Snapshot (including Federal and state reimbursements to date)
 3. Program Element Cost Breakdown
 4. Program Financial Sources and Uses
 5. Program Schedule
 6. Financial Breakdown for each Project in the Program
 7. Audit Support Services — In the event of an audit by the FAA or the State, the Consultant shall provide and coordinate needed financial documents and records.

3.2.4 Program Schedule, Capital Improvement Plan and Site Layout Plan Updates.

The Owner anticipates that the selected Consultant will need to revise and update the overall airport program schedule, capital improvement plan, and overall site layout plan as required. This is based on the assumption that FAA and state funding will need to be coordinated with the actual construction progress of the airport. As the airport's individual construction elements are completed, other elements in the

program will be revised to optimize efficiencies in the overall schedule. Selected Consultant will be required to participate in meetings to share information with Owner, FAA, State, and Owner's Representative. Deliverables include:

- Program schedule (as required)
- Capital improvement plan (as required)
- Site layout plan (as required)

3.2.5 Meetings

In addition to meetings required to perform the scope of services, the selected Consultant shall be required to attend other meetings as required by the Owner. While not a complete list, anticipated meetings include:

Airport Update Committee

The Owner has formed an Airport Update Committee that currently meets on a monthly basis. The purpose of these meetings is to provide feedback and communication about the current status of the airport relocation to members of the committee who will share that information (as appropriate) with other airport tenants and the community at large.

FAA Monthly Teleconferences

The FAA has requested to have monthly program-level teleconferences to discuss the status of the various projects on the airport relocation program. These meetings have been beneficial in facilitating the coordination between the FAA's various lines of business and the individual projects taking place at the airport.

City Staff and Owner's Representative Coordination

The Owner has appointed a City Administrator and during the course of 2016 retained Cardon Global to fill the role of Owner's Representative. It is anticipated that the Engineer will need to have frequent meetings with various city staff and the owner's representative to coordinate detailed program issues.

3.2.6 Tenant Coordination

Selected Consultant shall be responsible for assisting with coordination of development activity on the site of the new Williston Basin International Airport. This may include, but not necessarily be limited to:

- Coordination of Private Site Development
- Coordination with Fixed Base Operators. *Fixed Base Operators (FBOs) are anticipated to be relocating and developing a new business presence on the airport. The selected Consultant shall coordinate with FBOs to ensure that new facilities meet minimum development standards and rules and regulations of the new Williston Basin International Airport.*
- Coordination of Private Airport (Ring Rock Ranch)

3.2.7 Other Relocation-Related Projects

Preliminary Road Coordination

Selected Consultant shall coordinate details with NDDOT, Williams County, Mont and Missouri Ridge Townships and the City of Williston regarding the route, anticipated traffic loading, and pre-design elements necessary for the access route between the new airport location and the new Williston by-pass and the 59th Street NW re-route between 141st Avenue NW and 143rd Avenue NW. Items to coordinate include the closure and vacation of various section lines and trails to support the new airport facility. The

exact locations of closure shall be coordinated with Williams County, the City of Williston, Mont and Missouri Ridge Townships, local land owners and road users.

Information and data collected here will be incorporated into a future design project for the improved access roads and various road closures. The preliminary route right-of-way limits will be determined based on the preliminary geometry and applicable road safety standards.

Selected Consultant shall not be responsible for preparing any legal documents, drawings, or plats, nor completing the final public hearing necessary to complete this work. These items will be included in a future design project for the specific road improvements and various road closures.

Anticipated deliverables shall include, but not necessarily be limited to:

- Drawing/sketch and presentation materials to facilitate the various road coordination efforts.
- Report (anticipated to be fewer than 20 pages) to provide a summary of the coordination and guidance for the remaining steps to complete the coordination for the various road improvements and closures.

Selected Consultant shall be required to attend meetings in support of this effort. Anticipated meetings include, but are not necessarily limited to:

- Project update meeting in Williston with the City of Williston, Williams County, Mont and Missouri Ridge Townships, local land owners and anticipated road users.
- Meeting with Williams County and Mont Township to review road closure of 59th Street NW and closure of various section lines to support the new airport facility.
- Meeting with the FAA & NDAC in Bismarck to update them on project status.
- Meeting to present and obtain approval to vacate various section lines.
- Meeting to present and obtain consensus/approval on road ownership and maintenance.

ARFF/SRE Building Coordination with Local EMS

During the preliminary design of the ARFF station, the Williston Fire Department and City Commission indicated that space is to be preserved in the ARFF Station for the housing of equipment and (ultimately) personnel. Selected Consultant shall determine the area to be reserved and costs of constructing this space. Consultant shall also coordinate this space allocation with the facility design team.

Coordination of Design Changes to ALP

Changes to the planning concepts portrayed on the airport layout plan (ALP) as submitted to the FAA for the Williston Basin International Airport are likely to occur during the design and construction of the airport. The selected Consultant shall coordinate and consolidate information, review project elements, and verify that modifications are approved by the Owner as needed.

The Consultant shall also assist the design team by forecasting demand-based activity levels for each project to assist in the appropriate sizing and scoping of airport facilities and amenities.

Revisions to the ALP are to be reviewed and approved by the FAA from a standards and environmental perspective. The Consultant shall coordinate with the FAA to obtain these approvals.

The Consultant is expected to attend weekly design team meetings for the duration of the project.

FONSI/ROD Compliance and Implementation Plan

There are multiple conditions included in the FONSI/ROD (Finding of No Significant Impact/Record of Decision) which must be addressed for both the release of Sloulin Field and the construction of Williston Basin airport. The selected Consultant shall be responsible for ensuring compliance with these conditions during the design and construction of the airport. Consultant shall communicate requirements to design and construction teams, and shall also review changes with FAA environment staff that may be required during design and construction owing to currently unknown conditions.

Selected Consultant shall prepare a FONSI/ROD compliance plan for each impacted design project.

Release of Sloulin Field International Airport

The release of Sloulin Field International Airport from FAA AIP grant assurances is required to allow the development of the existing airport property into other non-aeronautical uses. The release process requires the development of an application and completion of an iterative process with the FAA to address comments and questions. The initial release application has been submitted, and the selected Consultant will assist the Owner in developing a final release application, which will address all of the FONSI/ROD (Finding of No Significant Impact/Record of Decision) conditions, anticipated conceptual redevelopment of Sloulin Field International Airport, and financial implications of the release to the FAA. The Owner anticipates that several draft iterations of the final release will be completed prior to securing the approval of the release of the airport property for other non- aeronautical uses by the FAA. Additionally, selected Consultant will be required to attend meetings in Bismarck with FAA staff to address questions and make modifications as part of the approval process.

Decommission Planning for Sloulin Field International Airport

The decommissioning of Sloulin Field International Airport will require extensive coordination with the FAA and the development of a decommissioning plan to address a variety of issues. The selected Consultant shall prepare an Airport Decommissioning Plan to include, but not necessarily be limited to:

- Decommissioning the airfield:
 - Obscuration of the runways so aircraft will not utilize them following closure
 - Determination of disposition of taxiways and apron
 - Coordination of hangar removal
 - Determination of disposition of airport fencing
- Coordination with golf course for property to be sold to the Williston Park and Recreation Board
- Coordination with FAA ATO to determine:
 - Decommission plan for existing NAVAIDs
 - Cancellation of SIAPs
 - Release of airspace surrounding ISN
- Coordination with the City of Williston for redevelopment of the property, focused on infrastructure to remain, utilities to be removed, and phasing of removal of airport improvements to facilitate future redevelopment

It is anticipated that following the development of this decommissioning plan, an additional scope of services may be required to address any remediation needs that are identified beyond work that would be under control of the FAA and the City of Williston.

The release and redevelopment of Sloulin Field International Airport will require mitigation of environmental impacts that are located at the existing airport site. The selected Consultant shall develop an Environmental Mitigation Plan for addressing known and unknown conditions which will require

mitigation or remediation prior to FAA-approved release and redevelopment of the airport property for other uses. Known issues at this time include:

- Wetlands disposition following decommission
- Protection of environmentally sensitive features

Consultant shall develop the Environmental Mitigation Plan based upon environmental surveys which have been completed in the development of the Environmental Assessment for the relocation project; however, additional survey and testing may need to be accomplished to complete the development of the plan. The costs for additional surveys and testing shall be borne by the Owner.

The Owner anticipates that an additional scope of services may be required to develop a project which would address any specific mitigation or remediation needs that are identified.

Selected Consultant shall provide, at a minimum, the following deliverables:

- An Airport Decommissioning Plan, on behalf of and approved by the Owner and accepted by the FAA. This will include planning-level sketches and diagrams to facilitate the communication of concepts include in the plan.
- An Environmental Mitigation Plan, on behalf of and approved by the Owner and accepted by the FAA.
- Ongoing modifications to the plan as comments and questions from regulatory agencies are addressed.

Wildlife Discouragement

Selected Consultant shall be responsible for wildlife discouragement on the new airport property. This discouragement will include ensuring that existing grass is mowed to discourage the Sprague's Pipit from nesting on the airport site. The cost of mowing and vegetation control shall be borne by the Owner.

3.2.8 New Airfield Operations Planning

The new airport will be operated and maintained much differently than the current airport facility. Each airport operates uniquely due to the available facilities and layout. The FAA will require new airport documents to be crafted specific to the new airport. Such documents include the following:

- Airport Layout Plan
- Airport Certification Manual
- Airport Snow and Ice Control Plan
- Airport Emergency Plan
- Airport Security Plan
- Wildlife Hazard Management Plan

A new facility will also require different staff and equipment resources along with revised staff duties and responsibilities. It is also anticipated that the new facility will require new or updated software for various functions such as accounting, maintenance logging, support logging, incident logging, and FAA Part 139 records.

The selected Consultant will assist in the development of these documents and coordination with FAA Certification inspectors upon the request of the Owner.

Note that a Wildlife Hazard Assessment & Wildlife Hazard Management Plan will be needed for the new airport, but that shall be completed as part of a future project.

3.2.9 Facility Operations Plans

The facilities to be constructed at the new airport which will be owned and operated by the Owner (e.g. terminal, ARFF/SRE, lighting vault) will require the development of operations plans to address ongoing maintenance and operation of the various mechanical systems. These plans will include, but not be limited to, HVAC systems, security systems, access control systems and UPS/generator operations plans. The exact number of these plans to be provided will be determined as design of various facilities is completed.

The selected Consultant will coordinate the development of these plans with those responsible for the various technical, electrical and mechanical systems.

3.2.10 ASOS Weather Reporting Equipment Coordination with NWS

The National Weather Service currently owns and maintains the Automated Surface Observing System (ASOS) at the existing airport. The selected Consultant shall coordinate the decommissioning of the existing ASOS and installation of the new ASOS at Williston Basin International Airport.

3.2.11 EPA Compliance Documentation

The airport will be required to develop ongoing airport operations documentation to ensure compliance with current environmental protection regulations. The selected Consultant shall develop the following documents for Williston Basin International Airport:

- Stormwater Discharge Permit and Plan (EPA)
- Spill Prevention Control and Countermeasures (EPA)

3.2.12 Ad Hoc Services

The Owner understands that there will be services required of the selected Consultant that have yet to be identified, but are critical in planning and executing the relocation and transition to the new airport location. Potential Ad Hoc Services may include: North Dakota legislative briefing and hearing support, support North Dakota Aeronautics Commission requests for information, and public relations support for the Owner's Representative regarding the program.

3.2.13 Project Timeline

The Williston Basin International Airport program is anticipated to be complete by the fall of calendar year 2019. This timeline is based on FAA funding for the airport relocation program being approved as shown in the airport capital improvement plan as submitted in the FAA grant application package for AIP 3- 38-0084-002-2016. If funding does not become available as indicated in the capital improvement plan, timelines may be revised accordingly.

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4.0 QUALIFICATIONS SUBMISSION PREPARATION

4.1 – Detailed Submittal Requirements

In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined below. Qualifications should be prepared as simply as possible and provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Emphasis should be placed upon accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Respondents shall submit qualifications in the following format and with tabs numbered as shown below:

TAB	ITEM	INSTRUCTIONS
1	Mandatory Respondent Criteria	<p>Respondent shall provide written evidence that it meets the following mandatory criteria:</p> <ol style="list-style-type: none"> 1. Respondent shall have provided program coordination or related services for at least one airport within the past ten (10) years. 2. Respondent shall have provided FAA coordination and compliance services for at least one airport within the past ten (10) years. 1. Respondent shall accept all contract provisions as described within Section 6.0, Required Contract Provisions.
2	Company Profile	Respondent should provide a general overview of the company, including brief company history, amount of time in business, company size and organizational structure, service lines and locations.
3	Experience with Similar Efforts	Respondent should address experience of Respondent with clients of similar size and complexity to the City of Williston.
4	References	<p>Respondent shall provide three (3) references of current or previous clients. Each reference must contain:</p> <ol style="list-style-type: none"> a) Reference contact information, including name, title, organization, phone number, and email address; and b) A brief description of the services provided to the reference organization by Respondent. <p>Respondent is encouraged to notify selected references that the City may be contacting them. The City reserves the right to disqualify references that are unresponsive or unreachable.</p>

TAB	ITEM	INSTRUCTIONS
5	Project Approach	Respondent shall demonstrate understanding of the scope and complexity of this effort for the City, and shall provide a narrative of Respondent's proposed approach to accomplishing the Scope of Services.
6	Project Team Composition and Résumés	Respondent should provide résumés of proposed project team to support the services outlined in this RFP.

4.2 - Delivery of Qualifications Submissions

One (1) original copy (clearly marked "ORIGINAL"), three (3) copies (each clearly marked "COPY") and one (1) USB containing a copy of the complete original response in Adobe PDF format must be submitted in a sealed package and delivered to:

David Tuan
City Administrator
PO Box 1306
Williston ND 58802
701-713-3800
davidt@ci.williston.nd.us

The City's office hours are Monday through Friday, 8:00AM to 5:00PM CDT, excluding major holidays.

Facsimile or e-mail Proposals will not be accepted. Subject to the City's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, a late submission, as determined by the City's official bid clock, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring submission is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. This RFP does not commit the City to paying costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal or presentation, if any.

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5.0 QUALIFICATIONS EVALUATION

5.1 - Qualifications Evaluation Criteria

The City will examine the factors listed below and will assign the defined point value on a scaled basis. The City reserves the right to reject any and all submissions, in whole or in part, and to waive any minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

This solicitation will be evaluated using the following factors and corresponding maximum available points:

- 1) **Mandatory Respondent Criteria (Pass/Fail)** – See Section 2.0, Mandatory Respondent Criteria.
- 2) **Approach to Project (Maximum 25 Points)** – Respondents shall be evaluated on the basis of their demonstrated understanding of, and approach to, this effort for the City.
- 3) **Past Performance (Maximum 25 Points)** – Respondents shall be evaluated on the basis of stated outcomes and references for past efforts.
- 4) **Experience with Similar Efforts (Maximum 25 Points)** – Respondents shall be evaluated on the basis of the degree to which proposed firms and/or team members have successfully completed efforts of similar scope and complexity to this one for the City.
- 5) **Project Team Composition and Experience (Maximum 25 Points)** – Proposed project team members shall be evaluated on their technical expertise as demonstrated by submitted résumés.

5.2 – Selection Process

Consultant shall be selected on the basis of qualifications and experience, with fees determined through negotiations following selection. The City shall evaluate the qualifications of each respondent using the above weighted criteria, and the best qualified consultant shall be selected. Subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee, a contract shall be awarded.

5.3 - Disadvantaged Business Enterprise

The requirements of 49 CFR part 26 apply to this contract. It is the policy of The City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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6.0 REQUIRED CONTRACT PROVISIONS

6.1 – Overview of Required Contract Provisions

The Williston Basin International Airport is enabled by Airport Improvement Program funding through the Federal Aviation Administration. As such, any contract resulting from this Request for Proposal will be subject to the contract provisions described herein. Respondent must state affirmatively its agreement with the below contract provisions.

6.2 – Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.3 – General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6.3.1 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6.3.2 Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a. Withholding payments to the contractor under the contract until the contractor complies; and/or b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.3.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not); • Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; • The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6.4 – Seismic Safety

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

6.5 - Disadvantaged Business Enterprise

The requirements of 49 CFR part 26 apply to this contract. It is the policy of The City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

6.6 – Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

6.7 – Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.8 – Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.9 – Occupational Safety and Health Act

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

6.10 – Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror - a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.); b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

6.11 – Veteran’s Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

6.12 – Texting when Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

6.13 – Contract Termination

6.13.1 Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

6.13.2 Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

6.14 – Certification of Offerer/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

6.15 – Certification Regarding Lobbying

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.16 – Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

6.17 – Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

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