

**ATTACHMENT III
INSURANCE REQUIREMENTS CHECKLIST**

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

<p>insurance within <i>seven days</i> of written notice at any time during the contract term, the Authority shall have the absolute right to terminate the contract without any further obligation to the Consultant, and the Consultant shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the contract at time of termination. <i>Understood?</i></p>	
<p>9. Permission is granted to the Consultant to purchase the required insurance subject to reasonable deductibles provided it is expressly understood and agreed that any payments required by the use of such deductibles are the exclusive responsibility of the Consultant. <i>Agreed?</i></p>	
<p>10. All required insurance coverages must be acquired from insurers <i>Best Rated A-IV</i> or better, authorized to do business in the <i>Commonwealth of Virginia</i>, and acceptable to the Authority. <i>Agreed?</i></p>	
<p>11. The <i>Certificate Holder</i> shall be the <i>Stafford Regional Airport Authority</i>. <i>Agreed?</i></p>	
<p>12. The Certificate should state <i>RFP No. 2017-02, Engineering and Project Management Services, Stafford Regional Airport</i>. <i>Agreed?</i></p>	
<p>➤ The Certificate should state: (a) <i>"The Stafford Regional Airport Authority is named as an additional insured with respect to liability arising out of any work performed by or on behalf of _____ ("the Consultant "); Agreed?</i></p> <p>➤ <i>Coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Authority. Agreed?</i></p>	
<p>➤ <i>"This insurance is primary to other insurance or self-insurance, whether such other coverage is stated as primary, excess, contingent or otherwise." Agreed?</i></p>	

CONSULTANT'S GENERAL INSURANCE REQUIREMENTS: Please provide your responses to each item below by signifying "YES" or "NO" in the space provided to the right.	RESPONSE (YES, NO, or REMARKS)
<u>Required Casualty Insurance</u> - The Consultant, supplier, and others, and any contractor employed by them shall obtain, pay for, and maintain from the date of the contract to the completion and acceptance of all work under the contract (or termination of services in the case of suppliers) the following coverages as applicable to this contract: Agreed?	
1. <u>Workers' Compensation and Employers' Liability Insurance</u> shall protect the Consultant/supplier from all claims under the applicable workers' compensation act of the state in which the work is performed and shall cover all employees employed at the site and those persons working under the contractor/supplier's direction. Any such insurance shall also include coverage for obligations imposed by any Federal Compensation laws or any maritime laws when the nature and scope of the contract includes any activities subject to such laws. Agreed?	
> Workers' Compensation - Statutory Benefits	
> Employers' Liability - minimum limits of liability \$1,000,000 each accident, each employee	
2. <u>Commercial General Liability Insurance</u> -shall protect the Consultant /supplier (and shall name the Authority as a primary additional insured) against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the Consultant's operations under the contract. Agreed?	
> Such insurance shall include coverage for contractual liability, premises operations, and products and completed operations . Agreed?	
> The coverage for completed operations shall be maintained for a period of two years following completion and acceptance of the work performed. Agreed?	
> Exclusions with respect to damage to underground property, damage by collapse of structures, and damage from the use of explosives shall be deleted from any insurance contracts purchased to comply with these requirements whenever the scope of work might directly or indirectly result in such damage. (include X, C, U coverage) Agreed?	
> Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually Agreed?	
> General liability aggregate shall apply specifically to this project? Agreed?	
> Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Authority from supervising and/or inspecting the project as to the end result. Agreed?	
3. <u>Business Auto Liability Insurance</u> - shall protect the Consultant against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or use of any motor vehicle, owned, hired, or non-owned used in the performance of the contract.	
Combined single limit shall be \$1,000,000 per occurrence. Agreed?	
4. <u>Umbrella or Excess Liability Insurance</u> - shall protect the Consultant (and shall name	

<p><i>the Authority as primary additional insured</i>) against losses resulting in bodily injury, personal injury or property damage in excess of any limits required under General Liability and Business Automobile Liability above.</p>	
<p>➤ Minimum limits of liability are \$3,000,000 per occurrence and in the aggregate annually Agreed?</p>	
<p>➤ Umbrella/Excess liability aggregate shall apply specifically to this project? Agreed?</p>	
<p>5. <u>Environmental Liability Insurance</u> - shall protect the Consultant against liability caused by or arising out of transportation, storage, or disposal of hazardous waste or pollutants. This coverage requirement only applies to specific contracts involving environmental or hazardous substance operations or services.</p>	
<p>➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually Agreed?</p>	
<p>6. <u>Professional Liability Insurance</u> - shall protect the Consultant against service provider for claims resulting from alleged professional errors and omissions.</p>	
<p>➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually. If possible, have Professional coverage scheduled as an underlying coverage on the umbrella policy. Agreed?</p>	
<p><u>Indemnification</u> - The Consultant shall indemnify, protect, defend and hold harmless the Authority, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney’s fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the operations performed under the contract except such loss, damage or injury as is caused by the sole negligence of the Authority. This indemnity agreement shall impose liability on the Consultant to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressly deleted from said agreement.</p> <p>“Injury” or “damage” as these words are used in the foregoing paragraph, shall be construed to include, but not be limited to, injury or damage consequent upon the failure of or use or misuse by the contractor/supplier, his subcontractors, agents or employees of any hoist, rigging, block, scaffolding, or any and all kinds of equipment whether or not owned, furnished or lent by the Authority</p> <p>Whenever the Consultant or subcontractor shall use any scaffold, hoist or equipment of any other kind belonging to the Authority, contractor or any third party, whether or not included in any list of equipment necessary for the performance and completion of the work described, the contractor shall satisfy himself as to the safety of such facilities and agrees that the foregoing indemnification agreement applies to any liability arising out of the use of said equipment.</p> <p><i>The purchase of insurance by the contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section.</i></p>	
<p><u>Offeror Statement</u> – I understand the insurance requirements of these specifications and will comply in full if awarded this contract.</p>	
<p>Print Name: _____ Date: _____</p>	<p>Signature: _____</p>

**ATTACHMENT IV
RFP SUBMISSION FORM**

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

FIN or SS NO. _____

Organized under the laws of the State of _____

Principal place of business at _____

BPOL License No., if applicable _____

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

Name	Address
_____	_____
_____	_____
_____	_____

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

SECTION II – EMPLOYEES NOT TO BENEFIT

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

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

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

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

Attachment VI

CLIENT AUTHORIZATION LETTER

Dear “**CLIENT**”:

We are currently responding to the Stafford Regional Airport Authorities,
Engineering Consultants, RFP No. RMN 2017-02 entitled
**“ENGINEERING AND PROJECT MANAGEMENT SERVICES
FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS”**

You have been listed as a past performance reference in our response. If you are contacted by the Stafford Regional Airport Authority or their representative for information on work we have performed under contract for your **organization**, you are hereby authorized to respond to any Stafford Airport Authorities inquiries.

Your cooperation is appreciated. Please direct any questions to (**Offeror’s point of contact**).

Sincerely,

ATTACHMENT VII

RFP RMN 2017-2

PAST PERFORMANCE EVALUATION QUESTIONNAIRE FORM

STAFFORD REGIONAL AIRPORT AUTHORITY RFP for Consulting Services

POC: Edward G. Wallis Airport Manager

O 540-658-1212 F 540-658-9315 E-mail Director@staffordairport.com

The following questions pertain to the consultants' record of past (within the past three years) and current performance. The information that you provide will be used in the awarding of a contract for consulting services. Therefore, it is important that our information be as factual and accurate as possible. Please provide examples and/or explanations (use additional pages if necessary). The following adjectival ratings shall be used in your response.

Outstanding: Performance meets contractual requirements and exceeds many requirements that benefit the end user. Work was accomplished with few, if any, minor problems for which corrective actions taken by the contractor were highly effective.

Good: Performance meets contractual requirements and exceeds some requirements that benefit the end user. Work was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Acceptable: Performance meets contractual requirements. Work was accomplished with some minor problems for which corrective actions taken by the contractor were satisfactory.

Marginal: Performance does not meet some contractual requirements. Serious problems with contractor performance were experienced for which the contractor has either not yet identified corrective actions or the corrective actions taken appear only marginally effective.

Unacceptable: Performance does not meet most contractual requirements. Serious problems with contractor performance were experienced for which the corrective actions were ineffective.

PART I. (To be completed by the Offeror)

A. CONTRACT IDENTIFICATION

Company Name:

Address:

Contract Type:

Contract Award Date:

Forecasted or Actual Contract Completion Date:

Nature of the Contractual Effort:

B. IDENTIFICATION OF OFFEROR'S REPRESENTATIVE

Name:

Title:

Date:

Telephone Number:

Address:

E-mail Address:

PART II. EVALUATION (To be completed by Point of Contact – Respondent)

A. Compliance of Products, Services, Documents, and Related Deliverables to Specification Requirements and Standards of Good Workmanship

- Outstanding (**Explanation must be provided in Comments field below**)
- Good
- Acceptable
- Marginal (**Explanation must be provided in Comments field below**)
- Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

B. Effectiveness of Project Management (to include use and control of subcontractors).

- Outstanding (**Explanation must be provided in Comments field below**)
- Good
- Acceptable
- Marginal (**Explanation must be provided in Comments field below**)
- Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

C. Timeliness of Performance for Services and Product Deliverables.

- Outstanding (**Explanation must be provided in Comments field below**)
- Good
- Acceptable
- Marginal (**Explanation must be provided in Comments field below**)
- Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

D. Effectiveness in Forecasting and Controlling Estimated Costs

- Outstanding (**Explanation must be provided in Comments field below**)
- Good
- Acceptable
- Marginal (**Explanation must be provided in Comments field below**)
- Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

E. Commitment to Customer Satisfaction and Business-like Concern for its Customers' Interest

- Outstanding (**Explanation must be provided in Comments field below**)
- Good
- Acceptable
- Marginal (**Explanation must be provided in Comments field below**)
- Unsatisfactory (**Explanation must be provided in Comments field below**)

Comments:

F. General Comments. Provide any other relevant performance information.

G. Other Information Sources. Please provide the following information:

Are you aware of other relevant past efforts by this company? If yes, please provide the name and telephone number of a point of contact:

H. Respondent Identification. Please provide the following information:

Organization:

Name:

Title:

Date:

Telephone Number:

E-mail Address:

PART III. RETURN INFORMATION

Please return this completed Questionnaire via e-mail to the Stafford Regional Airport Manager at Director@staffordairport.com

Thank you for your assistance.

Signature Date