



REQUEST FOR PROPOSALS

**ENGINEERING AND PROJECT MANAGEMENT SERVICES
FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS**

Issue Date: October 14, 2017,
Due Date: November 21, 2017; 4:00 P.M.

RFP No. RMN 2017-02

FED-X Remittance Address: Stafford Regional Airport Authority
Mr. Charles L. Kirkland, Chairman
95 Aviation Way
Fredericksburg, Virginia 22406

Mailing Address: Stafford Regional Airport Authority
Mr. Charles L. Kirkland, Chairman
95 Aviation Way
Fredericksburg, Virginia 22406

Technical Contact: Mr. Edward G. Wallis, Airport Manager
Phone: 540-658-1212

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I. GENERAL INFORMATION

The Stafford Regional Airport, (the "Airport") is owned and operated by the Stafford Regional Airport Authority, (the "Authority"). The Airport has been in operation since December 2001, and the Authority provides Fixed Base Operator (FBO) services in the Airport's temporary terminal building.

The Airport has 70 based aircraft, two (2) tenant helicopter operations, hosts approximately 28,000 operations annually of which most of which seventy nine (79)% are single engine, the remaining are comprised of multi engine, turbo prop, jet, and helicopter. Additionally, the airport has four (4) ten (10) unit T Hangars in place, two (2) twelve thousand (12,000) gallon above ground fuel storage tanks and construction design plans for four (4) shared wall 5,000 sq. ft. hangars, and a nine thousand eight hundred (9,800) sq. ft. terminal.

Capital improvement projects (the "Project") will involve certain improvements to be made to the Airport as part of the Airport's Master Plan. Brief descriptions of proposed airport improvements are contained in Attachment III and in the Airport's Master Plan. The Authority will undertake as many of these improvements as reasonably possible subject to the availability of funds and in accordance with the Airport's Master Plan.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified offerors for contracts to be awarded through competitive negotiations for the provision of professional services of an Architectural/Engineering firm, authorized to do business in the Commonwealth of Virginia, with experience in airport capital improvement programs funded primarily through grants administered by the FAA.

Offerors interested in viewing or obtaining copies of the Airport's Master Plan and Airport Layout Plan may do so by contacting the Authority. Requests for reproduction of oversized documents will be charged a nominal charge.

As a result of this solicitation, the Authority intends to award a minimum of one (1) individual contracts providing sufficient qualified contractors present offers. Subsequent indefinite delivery, indefinite quantity task/delivery orders will be awarded. Delivery Orders will range from \$5,000.00 to \$6,000,000.00.

II. CONTRACT PERIOD

The initial contract period for Project services will be one (1) year from the date of execution of the Contract (the "Contract Term"). The Authority may, at its sole discretion, renew the Contract for four (4) additional consecutive periods of one (1) year each thereafter. It is understood that the Contractor's work may not be completed during the Contract Term; however, all terms and conditions of the Contract shall survive until such work is completed, except the Authority's right to renew the contract. If the Authority exercises its option to renew the Contract, the succeeding term shall begin one year from the date of the execution of the Contract.

III. GENERAL SCOPE OF SERVICES

The general services sought by the Authority include all necessary professional engineering, architectural, surveying, planning and project management services related to the Project, including by not limited to:

1. Site analysis services including land acquisition, easements and environmental studies.
2. Conceptual project planning and /or budgeting.
3. Project schematic design and design development services.
4. Construction documents preparation and bidding service.
5. Construction contract administration services including planning and scheduling of all work.
6. Preparation of funding requests, grant applications and requests for reimbursement to the FAA and/ or VDOA.
7. Projects associated with preparation of work required by Stafford County.
8. Surveying and mapping.
9. Evaluations (project feasibility studies).
10. Comprehensive planning (preparation of as-built plans).
11. Conceptual designs.
12. Plans and Specifications.
13. Drawing Reviews.
14. Soils Engineering.
15. Conduct preconstruction conference.
16. Other services directly related to airport operations and management.

IV. GENERAL PROVISION OF SERVICES

1. Services for the Project will be in accordance with FAA Advisory Circular 150/5100-14E Architectural, Engineering and Planning Consultant Services for Airport Grant Projects dated 09/25/2015 (or most recent revision).
2. The Authority reserves the right, at its sole discretion, to issue an RFP for similar work for other types of work, and for other projects as the need may occur.
3. Initiate discussion with the first-ranked consultant to fully define the scope of work and services to be provided in accordance with FAA Advisory Circular 150/5100-14E paragraph 2.12 Scope of Services. After agreement on a detailed scope of services has been reached, the Sponsor initiates actions to prepare an Independent Fee Estimate (IFE) in conformance with 3 CFR §200.323 and Table 3-67 of FAA Order 5100.38. Simultaneously, instruct the selected consultant to prepare and submit their cost proposal along with a detailed draft contract agreement. To ensure the integrity of the negotiation process, the Sponsor should not receive the fee proposal ahead of the IFE. The consultant should submit their cost proposals together with a detailed project proposal. Negotiations should then be conducted to reach a fair and reasonable fee, subject to the procedures indicated in FAA Advisory Circular 150/5100-14E paragraphs 2.13 and 2.14.
4. Prior to beginning work on any improvement, the Consultant shall meet with the Airport Director and/or appropriate Authority member to obtain the proposed work scope, schedule, and other parameters for the improvement.
5. The Consultant shall evaluate existing conditions, including making site visits and any other activities necessary to properly assess the improvement.
6. The Consultant shall prepare a written scope of services, estimate of fees to perform that work and of total cost related to the improvement.
7. If requested, the Consultant will submit an estimate, projecting the man-hours by employee classification and estimated reimbursable expenses to the Airport Director and/or Authority project representative. Fixed or not-to-exceed fees for each project shall be established based upon hourly fees for work actually performed and /or fees for reimbursable contract. Any agreed upon fee for the improvement shall include all professional fees, subcontracted work, estimates of reimbursable expenses, and profit and overhead.
8. Approval to begin work on each project shall be evidenced by issuance of a task order by the Airport Director and/or the Authority. No work shall be performed prior to the issuance of a task order and no changes in the work shall be made without a written change order.

9. The resultant contract shall not be exclusive to the successful Consultant. The Authority reserves the right to contract with firms not party to this contract for specific projects if it determines this to be in the Authority's best interest.

V. PROPOSAL FORMAT

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

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

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

Section 1 – Cover Sheet

Included on the cover sheet shall be:

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

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

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

Section 3 – Qualifications of the Firm and Project Team

- a. Describe the qualifications and experience of the firm. If subcontractors and special consultants will be used, they should be identified and their qualifications included in this section. Include a list of projects, which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
- b. List professional staff to be assigned to the contract including resumes of key personnel and subcontractors. Describe the qualifications and experience of the proposed project team members. Include a list of projects that contain work similar or related to that called for in this RFP and at a minimum, include for each project listed (unless under (a) immediately above):
 - i. The project name, brief project description, location, budgeted cost, completed cost and actual completion date relative to scheduled completion date.
 - ii. The team members of the proposed project team who participated in the listed project and their project responsibility.

Section 4 – Response Capability

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

Section 5 - Insurance

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

Section 6 – Past Performance References

Give client names, addresses and contact information for at least three (3) contracts completed within the past three (3) years, and all contracts currently in progress, **which are similar in scope to this requirement.** If an offeror has completed fewer than the requested three (3) contracts in the past three (3) years, the offeror shall include any that it has completed. If the offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history.

Include the following information for each contract listed:

- Name of contracting activity
- Contract number
- Contract title
- Contract type

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- Brief description of contract and relevance to this requirement
- Total contract value
- Period of performance
- Contracting officer, telephone number and e-mail address
- Programming manager/project officer, telephone number and e-mail address
- Offerors shall provide information on problems encountered and corrective actions taken on the identified contracts

Offerors must send Client Authorization Letters, Attachment VI and Past Performance Questionnaire, Attachment VII to three (3) clients for previously completed contracts and three (3) clients for ongoing contracts listed in their proposal, to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Client Authorization Letters should be mailed or e-mailed to individual references early enough to allow for the responses to be received by the Authority no later than the proposal due date. The offeror should forward a copy of the Client Authorization Letter to the Authority simultaneously with mailing to references.

Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references, who may be contacted by the Authority. If no response is received from a reference, the Authority will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Authority shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance. Attempts to obtain responses from references will generally not go beyond two (2) telephonic messages and/or written requests from the Authority, unless otherwise stated in the solicitation. The Authority is not obligated to contact all of the references identified by the offeror.

If negative feedback is received from an offeror's reference, the Authority will compare the negative response to the responses from the offeror's other references to note differences. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Authority's decision to include the offeror in the competitive range.

The offeror may describe any quality awards and commendations that indicate its company or product possesses a high quality performance standard in regard to the required contract services. If the award or commendation was received more than three (3) years prior to offer, the offeror shall present evidence that the qualifications still apply.

Past performance information will be used for both responsibility determination and as an evaluation factor for award. References other than those identified by the offeror may be

contacted by the Authority and used in the evaluation of the offeror's past performance. Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance. Any information collected concerning the offeror's past performance will be maintained in the official contract file.

Section 7 - RFP Submission Form

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

Section 8 - Other Supporting Data

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

Section 9 - Submission of Proprietary Information

Pursuant to Section 2.2-4342F of the Virginia Public Procurement Act, (VPPA), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342 prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. **Offerors shall submit under separate cover any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the proposal and be clearly identified as containing proprietary and/or copyrighted information.**

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

The Authority intends to award a single contract and subsequent task/work orders under those contracts on the basis of competitive negotiation as outlined in the VPPA § Section 2.2-4301 "Competitive Negotiations." An evaluation committee (the "Committee") consisting of the Chairman and Vice-Chairman of the Airport Authority, and other Authority members will review the proposals. The evaluation and selection of a contractor will be based on the Evaluation Criteria listed below in Section VII.

The Committee shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

Proprietary information from competing offerors shall not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the

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offeror and the designation is justified as required by §2.2-4342, Code of Virginia 1950, as revised.

At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Committee shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first.

If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The contract for these services will be based on the negotiated hourly rates for services provided during the Contract Term. Each individual task/work order will be performed for an agreed lump sum fee amount or at the previously negotiated hourly rates with a maximum or not to exceed fee amount.

VI. PROPOSAL/SELECTION PROCESS

Steps for selection process:

- Issue a Request For Proposal (RFP)
 - Each firm submits a general Request For Proposal (RFP)
 - The Authority will interview the firms and review their experience and qualifications data
 - Rank qualified consultants in order of preference
 - Initiate discussions with highest ranking consultant to clarify the Scope of Services (SOS)
 - The Consultant submits their cost proposal and detailed project proposal
 - Perform Independent Fee Estimate (IFE)
 - Conduct Negotiations
 - Reject or Accept Proposal

VII. EVALUATION OF PROPOSALS/SELECTION CRITERIA

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

1. **Qualifications of the Project Manager and Project Team.**

Evaluation factors include but are not limited to:

- Demonstrated knowledge and understanding of the type of work to be performed;
- Managerial capabilities;
- Previous experience of the team in similar or related work;
- Recent experience in airport projects comparable to the projects listed in Attachment III including special areas associated with the project such as energy conservation, life cycle costing, and environmental planning;
- Capability to conduct a value engineering study for projects that are particularly complex or have unique features;
- Key personnel's professional background and experience;
- Familiarity with federal, state and local conditions, codes, ordinances, laws and regulations governing the work;
- Demonstrated understanding of the project's potential problems and the Owner's special concerns; and
- Qualifications of inspectors to provide construction inspection.

2. **Qualifications of the Firm**

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

- Size of the firm relative to the scope of work;
- Depth, variety and availability of required staff disciplines;
- Insurance coverage;
- Information from references;
- Demonstrated ability to complete work within budget;
- Familiarity with applicable regulations governing the work;
- Previous related experience;
- Capability to provide various professional disciplines such as planning, environmental evaluations, financial analysis, architectural design, and mechanical, electrical, and civil engineering for numerous airport related capital projects;
- Capability to complete projects without having major cost escalations or overruns;
- Qualifications and experience of subcontractors regularly engaged by the offeror for similar work; and
- Quality of projects previously undertaken.

3. **Response Capability**

Response capabilities may include but are not limited to:

- Demonstrated ability to complete projects within the project schedule;
- Timeliness in meeting requirements for review, reports, meetings with staff and regulating agencies;

- Commitment to priority for the Authorities projects including current workload and degree of interest.

VIII. TERMS AND CONDITIONS

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

In the event that the offeror to whom the proposal is awarded does not execute a contract within 30 days after the award of proposal, the Authority may give notice to such offeror of intent to award the proposal to the next most qualified offeror, or to call for new proposals, and may proceed accordingly.

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

- E. CONTRACTUAL CLAIMS - Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Stafford Regional Airport Authority, 95 Aviation Way, Fredericksburg, VA 22406, and shall include

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a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Airport Authority Chairman shall issue the final decision of the Authority on the claim within 30 days of receipt of the claim and such decision shall be final and conclusive unless the Contractor appeals the decision in accordance with the VPPA. Invoices for all services or goods provided by the Contractor shall be delivered to the Authority no later than 30 days following the conclusion of the work or delivery of the goods.

F. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED ó Pursuant to Section 2.2-4311 of the VPPA, every contract in excess of \$10,000 shall include the following provisions:

- a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

G. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR Pursuant to Section 2.2-4312 of the VPPA every contract over \$10,000 the following provisions:

- a. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order

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of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. ETHICS IN PUBLIC CONTRACTING ó This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, the Virginia Public Procurement Act, Chapter 43 of Title 2.2 of the Code of Virginia 1950, as amended.

I. EXPENSES INCURRED IN PREPARING PROPOSAL ó The Authority accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.

J. EXCEPTIONS TO RFP ó Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted, as the offeror's intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.

K. INQUIRIES - All inquiries concerning this RFP must be directed, in writing, to Mr. Charles L. Kirkland, Chairman, and 95 Aviation Way, Fredericksburg, VA 22406. The last day questions will be entertained is September XX, 2017, a copy of all written questions received, and subsequent responses provided, will be mailed, faxed or emailed to known offerors.

L. INSURANCE REQUIREMENTS ó Consultant shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Consultant shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy.

Consultant shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

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In addition, Consultant shall also carry other insurance coverage as outlined on the insurance checklist include herein as Attachment I.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.

A certificate of insurance identifying coverage and naming the Authority as additional insured shall be furnished to the Authority. Liability 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.

- M. LAWS AND REGULATIONS ó Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Stafford County General District Court or the Stafford County Circuit Court. Offeror agrees to indemnify the Authority for reasonable attorney's fee and costs incurred in its defense of any and all unsuccessful protest by offeror of this solicitation, or any resulting contract(s).
- N. LIABILITY ó The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
- O. LICENSES AND PERMITS - The successful offeror shall pay all local, county, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.
- P. OFFEROR RESPONSIBILITY ó Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify any representations made by the Airport Authority that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
- Q. OWNERSHIP OF DOCUMENTS - The offeror agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports and other material gathered and/or prepared by or for it under the terms of the contract shall, at the Authorities option, be delivered to, become, and remain the property of the Authority. The

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Authority shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation the offeror.

- R. PAYMENT TO CONTRACTORS - In accordance with the VPPA, Section 2.2-4354, and the offeror agrees that should any subcontractor be employed by the offeror to provide any goods or services under this contract, the Consultant agrees to the following:
1. The Consultant shall within seven days after receipt of any payments from the Authority pursuant to the contract, either:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to the goods or services provided by the subcontractor; or
 - b. Notify the Authority and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: Mr. Charles L. Kirkland, Chairman, and 95 Aviation Way, Fredericksburg, VA 22406.
 2. The Consultant shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the Authority for goods or services provided under this contract, except for amounts withheld under subparagraph 1.b above.
 3. The Consultant shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 4. The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Authority.
 5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
 6. The Consultant shall provide, on the RFP submission form, its social security number if an individual or its federal employer identification number if a proprietorship, partnership or corporation.
- S. PROTEST OF AWARD OR DECISION TO AWARD ó An offeror may protest an award or decision to award a contract directly to the Airport Authority, pursuant to the applicable provisions of the VPPA.

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- T. REJECTION OF PROPOSALS - The Authority reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.
- U. RELATION TO AUTHORITY ó It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Authority and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- V. SAFETY AND ACCIDENT PREVENTION - the Consultant shall comply with all applicable federal, state and local laws, codes and regulations governing construction, safety, health and sanitation. The Consultant shall conform to all regulations set forth in the latest Occupational Safety and Health Administration Documents.
- W. TERMINATION - The Authority may terminate the contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the Contract and reasonable expenses incurred in reliance upon the contract.
- The Consultant agrees that any resulting contract shall be subject to annual appropriations of the Stafford Regional Airport Authority, and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.
- X. AUTHORITY EMPLOYEES ó No employee of the Authority, shall be admitted to any share or part of this contract or to any benefit that may arise there from.
- Y. UNDERSTANDING OF RFP - Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

IX. FEDERAL TERMS AND CONDITIONS

- A. AUDIT - The Authority, the Federal Aviation Administration, the Comptroller General of the United States, or any other duly authorized representative shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits,

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examinations, excerpts and transcriptions. The successful offeror shall maintain all records for 3 years after final payment and closure of other pending matters.

- B. TITLE VI ASSURANCES - Appendix 1 of Advisory Circular No. 150/5100-14C, dated 2/16/94. See Attachment.

X. SUBMITTAL INSTRUCTIONS

- A. Mr. Charles L. Kirkland must receive one original and seven (7) copies of the qualifications proposal at the address specified below, not later than 4:00 p.m., E.S.T. November 21, 2017.

Proposal submissions shall be addressed to:

*Stafford Regional Airport Authority
95 Aviation Way
Fredericksburg, Virginia 22406
Attn: Mr. Charles L Kirkland, Chairman*

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

- B. LATE PROPOSALS - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Offerors should be aware that Authority members and personnel are not empowered to grant "permission" to submit a late proposal. The decision to submit a late proposal is solely that of the offeror. Late proposals may be considered for review and possible selection only if they appear to offer a distinct benefit to the Authority

ATTACHMENTS

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Attachment I	Proposed Capital Improvements
Attachment II	Proposed RFP Schedule
Attachment III	Insurance Requirements Checklist
Attachment IV	RFP Submission Form
Attachment V	Mandatory Federal Contract Provisions
Attachment VI	Client Authorization Templet
Attachment VII	Past Performance Questionnaire

ATTACHMENT I
PROPOSED CAPITAL IMPROVEMENTS

2018

Permitting and Mitigation to Extend Runway 15/33 1,000 feet, to include:

Stream and Wetland mitigation, as well as Grave yard Relocation and Archaeological Site Excavation in the effected extension area.

2019

Extend Runway 15/33 1,000 feet (Extension Design)

T-Hangar #5 Design

2020

Extend Runway 15/33 1,000 feet (Construction Phase I Earthwork)

2021

Extend Runway 15/33 1,000 feet (Construction Phase II Paving)

2022

Expand Apron (Design)

2023

Apron Expansion Construction

Remove Obstructions, RNAV RWY 15 (Acquire easements)

**ATTACHMENT II
PROPOSED SCHEDULE**

Issue Request for Proposal	October 14, 2017
Proposals Due	November 21, 2017
Review of Proposals	November 28-30, 2017
Interviews as required	December 11-12, 2017,
Selection	December 15, 2017
Negotiations	TBD
Contract Award	January 2018

**ATTACHMENT III
 INSURANCE REQUIREMENTS CHECKLIST**

NOTE: Review this section carefully with your insurance representative. <u>This form must be completed and included with your submission.</u>	
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 insurance within <i>seven days</i> of written notice at any time during the contract term, the	

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<p>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 <i>(YES, NO, or REMARKS)</i>
<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: <i>Agreed?</i>	
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. <i>Agreed?</i>	
➤ 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 (<i>and shall name the Authority as a primary additional insured</i>) against losses resulting in <i>bodily injury, personal injury and property damage</i> caused by or arising out of the Consultant’s operations under the contract. <i>Agreed?</i>	
➤ Such insurance shall include coverage for <i>contractual liability, premises operations, and products and completed operations</i> . <i>Agreed?</i>	
➤ The coverage for completed operations <i>shall be maintained for a period of two years</i> following completion and acceptance of the work performed. <i>Agreed?</i>	
➤ Exclusions with respect to damage to underground property, damage by collapse of structures, and damage from the use of explosives <i>shall be deleted</i> from any insurance contracts purchased to comply with these requirements whenever the scope of work might directly or indirectly result in such damage. (<i>include X, C, U coverage</i>) <i>Agreed?</i>	
➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually <i>Agreed?</i>	
➤ General liability aggregate shall apply specifically to this project? <i>Agreed?</i>	
➤ Contractual and other liability insurance provided under this contract <i>shall not contain a supervision, inspection or engineering services exclusion</i> that would preclude the Authority from supervising and/or inspecting the project as to the end result. <i>Agreed?</i>	
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. <i>Agreed?</i>	
4. <u>Umbrella or Excess Liability Insurance</u> - shall protect the Consultant (<i>and shall name the Authority as primary additional insured</i>) against losses resulting in bodily injury,	

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personal injury or property damage in excess of any limits required under General Liability and Business Automobile Liability above.	
➤ Minimum limits of liability are \$3,000,000 per occurrence and in the aggregate annually Agreed?	
➤ Umbrella/Excess liability aggregate shall apply specifically to this project? Agreed?	
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.	
➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually Agreed?	
6. <u>Professional Liability Insurance</u> - shall protect the Consultant against service provider for claims resulting from alleged professional errors and omissions.	
➤ 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><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 attorneys' 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: _____ Signature: _____ Date: _____</p>	

**ATTACHMENT IV
RFP SUBMISSION FORM**

SECTION I 6 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 6 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 6 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 6 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 V
MANDATORY FEDERAL CONTRACT PROVISIONS
APPLICABLE OF PROVISIONS**

I. 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.

II. GENERAL CIVIL RIGHTS

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.

III. TITLE VI ASSURANCE

- During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant ") agrees as follows:
 - **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract
 - **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.**
 - In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the c Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports.** The Consultant shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or (b) cancellation, termination, or suspension of the contract, in whole or in part
- **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IV. SOLICITATION NOTICE

The (**Name of Sponsor**), 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

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discriminated against on the grounds of race, color, or national origin in consideration for an award

V. 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 non-discrimination 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, sub-recipients 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 ó 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);

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- 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).

VI. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

VII. 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. 6201 *et seq*).

VIII. 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* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor ó Wage and Hour Division

IX. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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.

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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 ó Occupational Safety and Health Administration.

X. TRADE RESTRICTION CERTIFICATION

The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 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.

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 a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal

Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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.

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.

Reference; 49 CFR Part 30.13 FAA Order 5100.38

XI. 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.

XII. 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.

XIII. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

- 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

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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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

XIV. TERMINATION OF CONTRACT

- The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Reference 49 CFR Part 18.36(i) (2) FAA Order 5100.38

XV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Reference: 49 CFR Part 29 FAA Order 5100.38

XVI. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

XVII. 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:

- 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.
- 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.
- 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.

XVIII. 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 [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | 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

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[*Contractor* | *Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor* | *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.

XIX. 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.

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