



CITY OF BATTLE CREEK
NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ#: 2025-018Q

**TITLE: Architect/Engineer for Battle Creek Executive
Airport at Kellogg Field**

ISSUE DATE: July 23, 2024

PROPOSAL DUE DATE: August 14, 2024, at 12:00 PM Local Time
LOCATION: **Proposals must be submitted online**
DO NOT EMAIL PROPOSALS

Purchasing Contact: Christine Huff
E-mail: chluff@battlecreekmi.gov **DO NOT EMAIL PROPOSALS**

DESCRIPTION: The City is soliciting proposals from qualified firms to provide architectural, engineering and planning consulting services at the Battle Creek Executive Airport at Kellogg Field located at 15551 S. Airport Rd., Battle Creek, MI 49015, for a term of up to five years.

PROPOSAL SUBMITTAL:

Proposals must be submitted through our secure online portal by registered vendors by the date and time listed above.

Please upload **ONE pdf file** that includes all requested submittals, rather than several parts of the bid uploaded.

Please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations. This will redirect you to our secure VendorRegistry website where you can register as a vendor (required) and obtain this full document and upload your bid.

Email the purchasing contact listed above if the above link doesn't work.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.

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1.0 - GENERAL INFORMATION FOR THE RESPONDING FIRM

1.1 ISSUING OFFICE: This RFQ is issued for the City of Battle Creek, Michigan (hereinafter referred to as the "City") through the Purchasing Office, which shall be referred to as the "Issuing Office."

1.2 GENERAL SUBMITTAL INFORMATION: (See Section 4.0 for detailed information)

- A. Proposals must be submitted in complete original form as **one pdf** submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email purchasing@battlecreekmi.gov for links.
- B. Proposals will be accepted via the method listed until the time and date specified herein. There will be no public reading because this is an RFP, wherein price is only one factor in selection and subject to negotiation. All proposals will be available after contract award, under the FOIA.
- C. Late proposals will not be accepted, and the online system will automatically shut off at exactly the specified time.
- D. All proposals submitted in response to this solicitation shall become the property of the City and be a matter of public record available for review. **Vendors are advised that their proposals are subject to FOIA, and are not confidential and should not be marked as such.** However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
- E. The proposal shall be legally signed on the OFFER TO CONTRACT page and the complete address of the proposer given thereon.
- F. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in proposal prices

1.3 TENTATIVE SCHEDULE: The City may deviate from this schedule. The City will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the City's decision. **SUBMIT SECTION 6.0 INTERVIEW AVAILABILITY TABLE**

Proposal Reviews:	week of August 12
Interviews, if applicable:	week of August 26 and September 3
Final Decision:	week of end of September

1.4 PRE-PROPOSAL ASSISTANCE: Questions relative to the development of a proposal are to be directed to Chris Huff, chluff@battlecreekmi.gov. The status of proposals will not be discussed during the review process.

1.5 AWARD OF CONTRACT: This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the City, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.6 SPECIAL INFORMATION

- A. Addenda to the RFQ: In the event it becomes necessary to revise any part of the RFQ, addenda will be provided to all contractors who are recorded as having received the RFQ. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.
- B. News Releases: News releases pertaining to this RFQ or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

1.7 INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,
- B. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or to any competitor; and,
- C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.8 **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

1.9 **DEFINITIONS:**

A. The "City" – The City of Battle Creek

B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFQ.

C. "RFQ" – This Request for Qualifications.

1.10 **INTERVIEWS:** The City anticipates shortlisting the proposers based upon responses to the submittal requirements. If necessary, the City shall conduct interviews/demonstrations. However, the City may determine that shortlisting and/or interviews/demonstrations are not necessary.

1.11 **FIRM QUALIFICATIONS:** Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

1.12 **CONTRACT AWARD:** A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFQ. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.13 **DELIVERY:** Proposals shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.

1.14 **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

1.15 **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

1.16 **CONFLICT OF INTEREST:** The Contractor warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, that could conflict in any manner or degree with the performance of its services under this Contract. The Contractor further warrants and covenants that in the performance of this Contract, no person having such interest shall be employed.

1.17 **DRUG FREE WORKPLACE (48 CFR 52.223-6):** this contract is subject to the Drug-Free Workplace Act of 1988 and all organizations receiving Federal funds are required to provide a drug-free workplace, and the contractor shall:

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about (i) the dangers of drug abuse in the workplace; (ii) the contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (A)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; (6) Within 30 days after receiving notice under subdivision (A)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace: (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A)(1) through (A)(5) of this clause. A contractor or grantee who fails to comply with these requirements is subject to certain penalties.

- 1.17 **OTHER FEDERAL COMPLIANCE:** Where applicable, contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- 1.19 **BID PROTEST PROCEDURE:** Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.
- If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the Federal Transit Administration.
- 1.20 **COSTS:** Contractor agrees that the costs reported to the City for this contract will represent only those items that are properly chargeable in accordance with this contract.
- 1.21 **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 1.22 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 1.23 **CLEAN AIR ACT** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contractors with contracts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA)
- 1.24 **ENERGY EFFICIENCY:** Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 1.25 **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.

2.0 - GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is understood and agreed to that the RFQ in its entirety and all enclosed forms are fully incorporated herein as a material and necessary part of the contract. In case of conflicts, the following order shall prevail: 1) Addendum, 2) Specifications, 3) Special Terms and Conditions 4) General Terms and Conditions, 5) General Information.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this document or in the bidder's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFQ or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 PATENTS, COPYRIGHTS:** All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 TERM: The initial term of this contract shall be for a minimum of one year, but may be longer for any term not exceeding 5 years. In no case will the contract exceed 5 years (September 30, 2029). If there are renewals within that 5 year period, they will be mutually agreed upon and will incorporate all the terms and conditions of the original contract.

3.2 KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.3 CANCELLATION:

CANCELLATION FOR CAUSE: The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- A. Cancel any contract:
- B. Reserve all rights or claims to damage for breach of any covenant of the Contract:
- C. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

TERMINATION FOR CONVENIENCE: Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. In such case, the City shall provide the Contractor with a 15-day written notice of termination. The City will pay for all *authorized* completed work or received/ordered goods occurring before the date of cancellation.

3.4 PAYMENT: Payment shall be made monthly, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Expenses shall be billed at cost, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

3.5 INSURANCE:

a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract.

b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Professional Liability		\$1,000,000
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability:	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
Automobile Liability:	or Combined Single Limit	\$1,000,000
	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
or Combined Single Limit		\$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

4.0 - SUBMITTAL INFORMATION

4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the City in response to this RFP becomes the property of the City and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
 2. Proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
 3. Is an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Requests for clarifications or revisions automatically establish a new 90-day period.
- B. **Proposal Costs:** The City is not liable for any costs incurred by contractors in the development of their proposals.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the Contract Terms or Scope in the RFP. Exceptions shall include, the Offeror's proposed substitute language. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Proposals submitted not meeting all requirements may be rejected.

4.2 SUBMITTAL REQUIREMENTS (provide the following documents in a SEALED envelope/box):

Submit online your proposal **IN THIS ORDER** in **ONE PDF (please do not upload multiple files):**

A table of contents and page numbers would be appreciated and very helpful

1. Your proposal, organized as requested in section 4.3 on the next page. A table of contents and page numbers would be extremely helpful.
2. SIGNED and completed offer section on the Offer and Acceptance Form
3. Completed interview availability table on page 11.
4. Completed DBE forms contained in Attachment A

Instructions for online submittal: **DO NOT EMAIL PROPOSALS**

- <http://battlecreekmi.gov/228/Purchasing>
- Follow the link to the VendorRegistry page or email purchasing@battlecreekmi.gov for links.
- Register as a vendor if you have not already
- Navigate to this RFP (name and number on the front page)
- Click on "Submit bid" and follow the instructions
- You may rescind your proposal in the system at any time before the due date/time
- Secure: City staff can see who has submitted, but the system will not allow City staff to see submittal content until after the deadline has passed.
- If you have questions about the process in VendorRegistry, please use their "help" function. They are extremely helpful. City staff can't see what the vendor sees, so we are unable to help.

4.3 EVALUATION CRITERIA:

All proposals received will be evaluated by the City of Battle Creek for the purposes of selecting a firm. Evaluations will be a multi-tier process.

The following factors, listed in relative order of importance, will be considered in making the selection. The response to this RFQ shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below. Price will not be a factor in evaluation.

TIER I: QUALIFICATIONS

A. QUALIFICATIONS

- Describe your firm's specialized experience and technical competence to perform professional services.
- Provide resumes of in-house staff
- List and describe the nature of your established sub-consultant relationships
- Provide detailed description of similar projects that your firm has been involved in the past 2 years, including contact names and phone numbers.
- Provide a minimum of three references for MICHIGAN customers of a similar scope and size. Include contact name and phone number for each.

B. SOUNDNESS OF APPROACH

- Provide evidence of your firm's project analysis technique, comprehensive problem-solving, and accomplishment of objectives.

C. EFFICIENCY

- Describe your firm's established course of action for efficient production, exhibiting evidence of well thought out project planning.

D. INTEGRITY

- Describe past record of performance, quality of work, and competency.

E. AVAILABILITY

- Describe your firm's ability to meet schedules, past project delivery, accessibility to airport manager, and follow-up.

F. ADAPTABILITY

- Describe how your firm maintains effectiveness when experience changes in task/direction and responds positively to change.

G. FISCAL RESPONSIBILITY

- Provide evidence of pro-active cost control measures and budget constraint awareness.

H. REGULATORY KNOWLEDGE

- Describe your experience with FAA and MDOT airport programs and state/local regulatory procedures.

I. INNOVATION

- Provide examples of your firm's innovative solutions to project challenges, highlighting use of advanced technology.

J. CUSTOMER FOCUS

- Describe how your firm makes customer needs its primary focus concerning the customer's understanding of procedures and timelines, and answering questions in lay terms

TIER II: INTERVIEW

- A. The City may or may not conduct interviews. Submit completed Interview Availability Table in Section 6.0.

TIER III: PRICE submit only upon request. Not used to determine award.

- A. PRICE: The firm selected after the Tier I and possible Tier II process will be informed that they were the selected firm and will be awarded the contract on a qualifications basis only. Only then will the City request pricing for hourly positions by job classification.

5.0 - SCOPE OF WORK

Selected firm will provide airport planning, architectural/engineering design, and construction administration services focused on The City of Battle Creek's current Five-Year Airport Capital Improvement Plan (ACIP). Services may include general consulting and advertisement on airport development issues including assistance in the following estimated projects, listed below, with up to full service Architect/Engineering services from concept development, through a procurement process, and possibly construction/project management/oversight. This is not a guaranteed list of projects, nor is it meant to be limiting to the architect/engineering services.

- Reconstruct Taxiway A Pavement & Lighting
- Rehabilitate Contract Tower – Elevator & Equipment
- Acquire Snow removal equipment
- Construct Taxiway M
- Reconstruct Taxiway- E
- Reconstruct Runway 13/31
- Apron Rehabilitation/Reconstruction
- Obstruction Removal Rwy 5L & 23R
- Remove Taxiway connector at Taxiway D and Central GA Apron

Services associated with the above project list, such as minor ALP Updates, programming, drainage improvements, environmental review, approach clearing, paint marking, crack sealing, NAVAID/electrical, land acquisition, and/or planning/user survey studies may be performed in association with the listed projects as funding and constructability allow. From time to time projects develop as a result of airport inspections, letters of correction and/or emergency circumstances. The selected consultant may be asked to perform said additional work as part of this procurement action.

This is a Quality Based Selection process, and services for each project will be negotiated independently; **therefore submittals shall exclude fees or costs.**

Not all of the services or development items listed above may be contracted nor eventually required.

Firms will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated experience with similar projects; key personnel professional qualifications; ability to provide contact person with demonstrated aviation experience and overall project coordination; knowledge/familiarity with FAA and state regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Firms should demonstrate their reputation with other airports, by providing at least 3 airport references within the State of Michigan. Additional information may be requested from the top selected firm or firms. Interview may be conducted at the discretion of the Sponsor.

Projects are anticipated to be initiated between 2024-2029. Project are expected to be completed over several years and funded in full or in part with funds or multiple grants from the Federal Aviation Administration, State of Michigan, and/or local sources. The selected firm will be subject to all local, state, and federal requirements.

For each individual project throughout the term of this contract, contractor shall provide a scope of work and proposal, either as lump sum or time and materials with a not-to-exceed amount. The terms and conditions of this contract shall prevail for all future projects. Those will be awarded each time with a purchase order; no further contract documents will be signed.

6.0 - INTERVIEW AVAILABILITY TABLE

SUBMIT WITH YOUR PROPOSAL: Interview times are blocked in the table below for companies that are shortlisted for interview. Please indicate your availability as either Preferred, Available, or Not Available. Companies not selected for interview will be notified, and the City's decision will be final.

Every effort will be made to give the preferred times.

Interviews, if held, will be held virtually. The City may determine that interviews are not necessary.

Day	Date	Time	Indicate whether: Preferred Available Not available	List the email addresses only (no names or titles) of those at your company who should receive an interview invitation:
Monday	August 26	1:00pm – 2:30PM		Type <u>email addresses only</u> in this space, separated by a comma (i.e., no names or positions). Listing only emails separated by commas allows us to easily copy/paste into a meeting invitation.
Monday	August 26	2:30pm – 4:00pm		
Tuesday	August 27	10:30am -12:00pm		
Thursday	August 29	1:00pm – 2:30pm		
Tuesday	Sept 3	9:00am – 10:30am		
Wednesday	Sept 4	1:00pm – 2:30pm		

If your company is not available at any of these times, email clhuff@battlecreekmi.gov right away, before proposals are due, and we'll see if we can schedule a different time.

7.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK:

We hereby offer and agree to furnish the materials, transportation or service in compliance with all terms, conditions, specifications, and amendments in the Request for Qualifications and any written exceptions in the offer. We understand that the items in this Request for Qualifications, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that they have the authority to submit this proposal, which will result in a binding contract if accepted by the City of Battle Creek.

We acknowledge receipt of the following addendum(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

Company Name

Address

City

State

Zip

Signature of Person Authorized to Sign

Printed Name

Title

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2025-018Q. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:

City Manager

Date

APPROVED AS TO FORM BY:

City Attorney

Witness Signature

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? ☐ YES ☐ NO

Is your firm a WBE (at least 51% woman ownership)? ☐ YES ☐ NO

Are you subcontracting any part of this project? ☐ YES ☐ NO