REQUEST FOR STATEMENT OF QUALIFICATIONS
Riverside County EDA Aviation Division

Airport Pavement Management Program

Date Offered: Monday, February 27, 2012
Closing Date & Time: Tuesday, March 27, 2012
2:00PM Local Time

Contact Person: Chad Davies, Senior Development Specialist
Email: CDavies@rivcoeda.org
Phone: 951-955-9417

RIVERSIDE COUNTY EDA AVIATION
3403 Tenth Street, Suite 500
Riverside, CA 92501

I. INTRODUCTION

A. Purpose
The County of Riverside EDA Aviation Division hereafter referred to as “County”, is requesting interested firms to submit their qualifications for analytical services to prepare an Airport Pavement Management Program (APMS) for the Hemet-Ryan airport (Hemet, CA), French Valley Airport (Murrieta, CA) and the Jacqueline Cochran Regional Airport (Thermal, CA). This project is anticipated to be funded by the Federal Aviation Administration (FAA). It is anticipated that the APMS will be paid for by utilizing Airport Improvement Program Grants from the FAA. The study is anticipated to commence in the fall of 2012. The APMS will review the issues associated with:

a) Jacqueline Cochran Regional Airport: Runway 17-35 and Associated Taxiways. (See attached Airport Layout Plan. www.rcjcra.com)

b) French Valley Airport: Runway 18-36 and Associated Taxiways and Aprons. (See attached Airport Layout Plan. www.rcfva.com)

c) Hemet Ryan Airport: Runway 5-23 and Associated Taxiways and Apron. (See attached Airport Layout Plan. www.rchmtra.com)

It is the County’s desire to have selected a Consultant and negotiated a contract by the end of the fall 2012 so that work can begin as soon as grant funds are available.

The APMS analysis shall be completed in conformance with:

1. Requirements of Advisory Circular 150/5380-7A “Airport Pavement Management Program (APMS)”

2. PCI system described in ASTM D 5340


5. AC 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements.

6. PMS Software

7. Other FAA Advisory Circulars, Orders, and Regulations
B. **Minimum Proposer Requirements**
   All proposers must:

   1. Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in the field of pavement analysis for FAA AIP funded airport projects and other federally funded projects. Compliance with all pertinent FAA Advisory Circulars, Orders, and Regulations that relate to Airport Pavement analysis.

   2. Have extensive knowledge of utilizing a PMS Software program, such as “Micro-Paver” or like, per Advisory Circular 150/5380-7A.

   3. Have no record of unsatisfactory performance. Consultants who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.

   4. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

   5. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

   6. A listing of clients for the past two years. Indicate for each, the scope of services performed, the type of project and a name, address and phone number of the client.

C. **Correspondence**
   All correspondences, including proposals, shall be submitted to:

   Riverside County EDA
   C/O Chad Davies
   Aviation Division
   3403 Tenth Street, Suite 500
   Riverside, CA 92501

D. **Proposal Submittal Deadline**
   All proposals must be received at the address listed above no later than **2:00PM (PST) on Tuesday, March 27th, 2012**. Facsimile or electronically transmitted proposals will not be accepted, since they do not contain original signatures. Postmarks will
not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

ii. **PROPOSAL REVIEW TIMELINE**
(Submittal deadline firm, other dates tentative)

A. **Deadline for Submittal** ……………………Tuesday, March 27, 2012, 2:00PM

B. Notify proposers of Pending Selection ………. Monday, April 2, 2012

C. FAA review and approval of the proposed Proposal of Work

D. Independent fee analysis completed based on approved Statement of Work. (Should be within 10%)

E. Conduct negotiations

F. Does the project satisfy project needs objectives and goal?

G. Approve Consultant contract to ensure that grant assurances and necessary legal language is included

H. **Contract Award** ……………………………………….. fall/winter, 2012

I. Once this process has been completed, a grant application for project can be moved forward based on negotiated fee

J. Issue Notice to Proceed

K. Beginning date for contract work ………. Upon execution of FAA Grant

L. **PROPOSAL CONDITIONS**

A. **Contingencies**
   This RFQ does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects any and all proposals. The contract is contingent on the availability of FAA funds. Riverside Airport has submitted its Capital Improvement Program to the FAA and requested that an EA be funded by FY 2012.

B. **Proposal Submittal**
To be considered, all proposals must be submitted in the manner set forth in this RFQ. The proposer is responsible for ensuring that its proposal arrives on or before the specific deadline. No exceptions may be made.

C. Incurred Costs
This RFQ does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request. All costs incurred in developing a proposal shall be the sole responsibility of the proposer.

D. Negotiations
The County may require the potential Consultant(s) selected to participate in negotiations submit price, technical, or other revisions of their proposals, as may result from negotiations.

E. Final Authority
The final authority to award contracts rests solely with the County of Riverside Board of Supervisors.

IV. PROJECT SCOPE AND BACKGROUND INFORMATION

A. Project Areas

1. Jacqueline Cochran Regional Airport is a first choice destination for business and private aviation within Riverside County and indeed, the Southern California region. Located in the Coachella Valley—known as the Desert Resorts Region, the City of Palm Springs, the communities of Coachella, Indio and La Quinta surround the airport. With a business class airport comes business class facilities. An 8500 foot main runway capable of accepting any class of corporate jet, be it a Cessna citation or a larger jet such as the 737 BBJ2. Un-congested airspace, and fantastic year-round weather conditions, makes Jacqueline Cochran Regional Airport a class act. (www.rcjcra.com)

Hemet-Ryan Airport is located in the San Jacinto Valley of Riverside County and provides convenient access to the mid-county region, including the cities of Hemet and San Jacinto. An 4350 foot main runway capable of accepting smaller corporate jets such as Cessna citations. A Highways 74 and 79 provide easy access to neighboring communities and Interstates 10, 215 and 15. San Diego, Orange and Los Angeles Counties and the balance of the Inland Empire are within an hour's drive. (www.rchmtra.com)

French Valley Airport is located in Southwest Riverside County, adjacent to the communities of Temecula, Murrieta and Winchester. An 6000 foot main runway capable of accepting any class of corporate jet, be it a Cessna citation or a larger jet such as the Gulfstream V. The 12,500 square-foot aviation center, located on Highway 79, is only minutes away from Interstate
15 and the 215 Corridor which are distinguished by a proliferation of high-tech and manufacturing businesses.

B. **Scope of Work**

1. **Immediate Project Needs.** Recent coordination undertaken between the Airport and the FAA has determined that an APMS is needed to evaluate existing pavement located at 3 of the counties airports as follows:

   a) Jacqueline Cochran Regional Airport: Runway 17-35 and Associated Taxiways. *(See attached Airport Layout Plan)*

   b) French Valley Airport: Runway 18-36 and Associated Taxiways and Aprons. *(See attached Airport Layout Plan)*

   c) Hemet Ryan Airport: Runway 5-23 and Associated Taxiways and Apron. *(See attached Airport Layout Plan)*

V. **CONTRACT REQUIREMENTS**

A. **General**

1. **Representation of the County**
   In the performance of the contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

2. **Consultant Primary Contact**
   Consultant shall designate an individual to serve as the primary point of contact for the contract. Consultant or designee shall respond to inquiries from the County within two (2) County business days.

3. **Personnel**
   The Consultant shall designate in their proposal, a Project Consultant who will serve as the sole contact person for the County for the duration of the project.

4. **Change of Address**
   Consultant shall notify the County in writing of any change in mailing address within ten (10) days of address change.

5. **Contract Amendments**
   Consultant agrees that any alterations, variation, modification, or waivers of provision of the contract shall be valid only when they have been produced
in writing, duly signed and attached to the original contract and approved by the required parties.

6. Invoices
Consultant will provide invoices once a month the County at the beginning of each month. The County will make payments by check.

7. Licenses and Permits
Consultants will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate government agencies, and agree to maintain these licenses and permits in effect for the duration of this contract. Consultant shall notify County immediately of loss or suspension of any such licenses and permits.

8. Americans with Disabilities Act
Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

9. Notification
In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this contract, notification will be made within two working days, in writing and by telephone.

10. Termination
County, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by the Contract Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ration that the work completed bears to the total work required to make the report complete, subject to the County’s rights under the Contact Agreement. In ascertaining the work actually rendered through the termination date, County shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the County.

11. Compliance with all laws, including, but not limited to, federal, state and local laws.

B. Indemnification and Insurance Requirements

1. Indemnification
Except as to the sole negligence or willful misconduct of the County, Consultant shall defend, indemnify and hold the County, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney fees, which arises out of
or is in any way connected with the negligent performance of work under the Contract Agreement by Consultant or any of the Consultant's employees, sub-contractors and agents for compensation for services rendered to Consultant in the performance of the Contract Agreement, notwithstanding that the County may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant or of Consultant’s employees, sub-contractors or agents.

2. Insurance

General Provisions: Prior to the County's execution of the Contract Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverage's in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverage's may be modified in writing by the County's Risk Manager or County Attorney, or a designee, unless such modification is prohibited by law.

a. Workers Compensation: By executing the Contract Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers Compensation Act. Prior to County's execution of this Agreement, Consultant shall file with County either (1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or (2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with the County. Any certificate filed with the County shall provide that County will be given ten (10) days prior written notice before modification or cancellation thereof.

b. Comprehensive General and Automobile Liability Insurance: Prior to County's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or action for on behalf of Consultant. They County,
and its officers, employees and agents, shall be named as additional insured under the Consultant’s insurance policy.

Consultant’s commercial liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent Consultant’s liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

Consultant’s automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant’s automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant’s performance of the agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant employee vehicles, non-Consultant owned vehicles and hired vehicles.

Prior to County’s execution of the Contract Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by the Agreement, for both commercial general and automobile liability insurance, shall be filed with the County and shall include the County and its officers, employees and agents, as additional insured’s. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

“It is agreed that the County of Riverside, and its officers, employees and agents, are added as additional insured’s under this policy, solely for work done by and on behalf of the named insured for the County of Riverside.”

c. Errors and Omissions Liability Insurance: Prior to County’s execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this agreement, errors and omissions professional liability insurance in the minimum amount to $1,000,000 to protect the County from claims resulting from the Consultant’s activities.

VI. PROPOSAL REQUIREMENTS
A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration

2. Proposals must be submitted in the format described below. Proposals shall be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. Proposals must be received at the designated location no later than the date and time as specified in Section I (D) – Proposal Submittal Deadline.

5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. 3 copies of the written proposal are required.

2. No fee should be included or inferred with the proposal.

3. The packages containing the written proposal copies must be marked with the proposer’s name and RIVERSIDE COUNTY EDA, AIRPORT IMPROVEMENT PROGRAM PROJECTS “APMS”.

4. Do not submit more than 15-20 pages. All proposals must be submitted on 8 ½" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than ½" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment. Typeface must be no more than 12 characters per inch (12 pt. font recommended). Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of the page.

C. Proposal Format

Response to this RFQ must be in the form of a proposal package which must be submitted in the following format:

1. Cover Page – Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal. The cover letter shall include the following information:
a. A statement that the proposal is submitted in response to the RIVERSIDE COUNTY EDA, AIRPORT IMPROVEMENT PROGRAM APMS PROJECT.

b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.

c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

2. Table of Contents – A complete table of contents for the entire proposal with respective page numbers opposite each topic shall be included.

3. Statement of Certification – Include the following in this section of the proposal:

   a. A concise statement of the services proposed.

   b. A statement that the proposer will provide the services as described in the proposal within the time frames outlined in the RFQ.

   c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal until funds are available from the FAA.

   d. A statement that all aspects of the proposal have been determined independently, without consultation with any other prospective proposers or competitor for the purpose of restricting competition.

   e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.

   f. A statement that the proposer agrees that all aspects of the RFQ and the proposal submitted shall be binding if the proposal is selected and a contract awarded.

   g. A statement that the proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the proposer’s ability to perform services as proposed.

   h. A statement that the prospective Consultant, if selected, will comply with all applicable rules, laws, and regulations.
4. Proposal Description – A detailed description of the proposal being made.

   a. Proposal should include the following:

      • Brief synopsis of the proposer understands of the County's needs and how the proposer plans to meet these needs. This should provide a broad understanding of the proposer's entire proposal.

      • Narrative description of the proposed plan to achieve the program objective and requirements.

      • Detailed plan of activities.

      • Milestone and deliverable charts, as applicable.

      • Explanation of any assumptions and/or constraints.

5. Statement of Experience – Include the following in this section of the proposal:

   a. Business name of the Consultant and legal entity such as corporation, partnership, etc.

   b. Number of years the Consultant has been in business under the present business name, as well as related prior business names.

   c. A statement that the Consultant has a demonstrated capacity to perform the required services.

   d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.

   e. A statement that the proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

   f. Experience of principal individuals of the prospective Consultant's present organization stating current positions, years of service experience, including capacity, magnitude and type of work performed.

   g. Controlling interest in any other firms providing equivalent or similar services. If none, so state.

   h. Financial interest in other lines of business. In none, so state.
i. Pending litigation involving prospective Consultant or any officers, employees, and/or Consultants thereof, in connection with contracts. If none, so state.

j. Convictions or adverse court rulings involving fraud and/or related acts of all officers, Consultants, and employees. In none, so state.

k. A statement that the proposer does not have any commitments or potential commitments which may impact on the proposer’s ability to perform the contract services.

6. Sub-Consultant Information – If a proposer plans to sub-contract any portion of the service delivery described in the RFQ, include a written justification for sub-contracting. Attach a statement from each Sub-Consultant, signed by a duly authorized officer, employee, or agent of the organization/firm that includes the name and address of the organization/firm, type of work to be performed and percentage of the total work of the proposal. The statement must also affirm that the Sub-Consultant will perform all work as indicated. This information will be used to determine the potential responsibility of the proposer.

7. Insurance – Submit evidence of ability to maintain insurance in the amounts and coverage in Section VI (B) – Indemnification and Insurance Requirements.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

The successful Consultant will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

B. Evaluation Criteria

The evaluation process shall be in accordance with Chapter 2 of FAA Advisory Circular (AC) 150/5100-14D, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Additionally, contracts will be subject to the provisions of Executive Order 11246 (affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise Participation)

1. Initial Review – All proposals will be evaluated initially to determine if they meet the following minimum requirements:

   a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFQ.

   b. Proposers must meet the requirement as stated in the Minimum proposer Requirements as outlined in Section 1.B.
Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variations, it will be considered by the County to be immaterial or inconsequential. In such cases, the proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation – The selection of the firm to do the work will be undertaken by EDA Airport Staff. After the deadline for receipt of qualifications, the subcommittee will review the qualifications and may select one firm to negotiate a contract based upon a mutually-understood, detailed (as opposed to general) scope of work. If deemed necessary by the subcommittee, at least two firms may be invited for interviews. The final selection of the firm with which to negotiate a contract will be based upon the qualifications criteria listed below.

   a) Responsiveness to RFQ. Experience and qualification of your firm in providing services in Airport Improvement Program funded APMS projects and the applicable FAA Advisory Circulars as stated. Provide a list or description of Airport planning APMS projects, which were completed by your firm, during the last five (5) years.

   b) Professional reputation of the firm. List the key personnel/ team members to be utilized during this project, their background, and their experience in projects comparable to the proposed services. Include organizational chart depicting personnel and their responsibilities, including sub consultants. For sub consultants, indicate the type of work each is to perform and the percentage of the total work of the proposal.

   c) List the name, address and phone number of at least three (3) airport sponsors or clients, present or former that can be used as references on recently completed planning and/or engineering projects. Adequacy of firm’s support staff and/or Sub-Consultants, if any.

   d) Proven experience in meeting project schedule requirements and work within the stated budget. A statement that the proposer does not have any commitments or potential commitments which may impact on the proposer’s ability to perform the contract services.

   e) Familiarity with the project(s) location.
Selection will be based on a determination of which proposal will best meet the needs of the County and the requirements of this RFQ. After selection of the most qualified Consultant, the County will define the required scope of work and attempt to negotiate an appropriate fee. If negotiations on the fee proposal from the most qualified firm are not successful, the County will seek to execute a contract with the second most qualified firm, and so on.

C. Contract Award

Contract(s) will be awarded based on a competitive evaluation of proposals received.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Final Approval

Any contract resulting from the RFQ will be awarded by final approval of the County of Riverside Board of Supervisors, and a Notice to Proceed will be issued by Riverside County EDA Aviation.