



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK

Terminal Enhancement Project – Phase 1

Bid Number: 1132

DUE DATE: January 10, 2023

DUE TIME: 2:00 pm (local)

## INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is seeking a qualified Construction Manager at Risk (CMAR) for Phase 1 of the Terminal Enhancement Project. The CMAR will provide both pre-construction and construction phase services, and work with the design consultant team and GFIAA collaboratively through the course of design and construction. The CMAR will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) contract as well as responsibility for construction means and methods, and will be required to solicit bids from qualified subcontractors in a manner consistent with GFIAA procurement standards to perform the work. The CMAR may compete to self-perform portions of the work.

**Project:** The Terminal Enhancement Project – Phase 1 consists of a 2-story westward expansion of the main terminal to include a centralized in-line Checked Baggage Inspection System (CBIS) system with Checked Baggage Resolution Area (CBRA), baggage makeup area, relocated ticket counters, terminal roadway and curb front improvements and associated facilities to house a CBIS system which will replace stand-alone baggage screening pods located within the current Airline Ticket Office space of the Gerald R. Ford International Airport (GRR) terminal facility located at 5500 44<sup>th</sup> Street SE, Grand Rapids, MI 49512.

GFIAA is seeking a CMAR to work with the project Design firm, VTC and their sub-consultants, and the airport through the development of the project.

To obtain the highest quality facility within the required schedule and budget allocations, GFIAA seeks a CMAR for the Terminal Enhancement Project – Phase 1 through a 2-part public Qualifications-Based Selection process which includes an initial qualifications evaluation followed by interviews and fee proposals with short listed firms. This 2-part selection process articulates the GFIAA's goals and provides openness and consistency so that all qualified firms receive fair consideration.

November 2022 project status: VTC is under contract with GFIAA to deliver full design documents for the Terminal Enhancement Project – Phase 1 (including CBIS/CBRA, ticketing relocation, bag makeup, and loading dock relocation). Preliminary design in accordance with TSA Planning Guidelines and Design Standards (PGDS) has been completed and accepted by TSA. Design work is currently in the schematic phase with a schematic submittal to be delivered in December 2022. The basis of design for the baggage handling system is an Individual Carrier System (ICS). Construction funding has been identified via public bonds, with necessary approvals in place, and will be available in 2023. With funding available, opportunities for phased bidding and construction exist and will be an opportunity with the project team once a CMAR partner is identified.

## SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFQ (Part 1) Issue Date	November 23, 2022
On-Site Conference	December 15, 2022
Question Deadline	December 21, 2022
SOQ Submission Due Date	January 10, 2023 at 2 pm
RFP (Part 2) Issue Date	January 24, 2023
Proposal Due Date & Interviews	Early February 2023
Contract Start Date	March 1, 2023

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

## MANDATORY ON-SITE CONFERENCE

Conference Date	December 15, 2022
Conference Time (local)	10 am
Conference Location	International Room 1st floor of the airport terminal building, 5500 44th St. SE, Grand Rapids, MI 49512

A mandatory pre-submission conference is scheduled for this request. Equal opportunity will be provided for all Respondents to ask questions.

**NOTICE: Attendance is mandatory.** Attendees should arrive a minimum of five (5) minutes before the scheduled date and time. Attendees will not be allowed to sign in after the conference has commenced. If a firm representative does not sign in prior to the scheduled pre-submission conference, their firm will not be considered.

Attendees requiring special services are asked to provide their requirements to the GFIAA at least forty-eight (48) hours in advance to allow for accommodations.

## WORK SCOPE

The GFIAA issues this Request for Qualifications (RFQ) in its process to obtain CMAR services encompassing Design Assistance and Construction Phases for the Terminal Enhancement Project – Phase 1.

Checked baggage screening at GRR is currently split between two pods, one in the East ticketing lobby and one in the West ticketing lobby, which are bisected by 3 baggage claim devices (see attached Terminal Layout diagram). Checked baggage screening is conducted via manual feed at each location, resulting in numerous capacity constraints. Consolidation is intended to provide an automated, PGDS compliant CBIS with CBRA area, allowing for more efficient TSA staffing, and more efficient use of TSA provided equipment. The proposed facility improvements may be accelerated, delayed, or cancelled at the GFIAA's discretion.

A. Design phase services by the CMAR may include the following:

- Work with GFIAA and the design team as a partner in developing solutions for the Terminal Enhancement Project – Phase 1 by providing the following services:
  - detailed cost estimating and knowledge of marketplace conditions for incorporation into each design deliverable
  - project planning and scheduling
  - construction phasing alternatives and scheduling that will minimize interruption to all airport operations
  - alternate systems evaluations and constructability studies
  - total cost of ownership studies to support design decisions
- Advise GFIAA on ways to gain efficiencies in project delivery
- Provide long-lead procurement studies and initiate procurement of long-lead items
- Manage and complete the permitting processes
- Participate with GFIAA in a process to set goals for DBE participation and implement the vendor development program
- DBE and subcontractor outreach program development and management
- Protect the Owner's sensitivity to quality, safety, and environmental factors
- Advise GFIAA on choosing sustainable building materials and processes
- Develop and implement an existing utility investigation plan
- Prepare and provide GMP packages for phased construction scope(s) of work as determined by the project team
- Assist with procurement of and contract with a Baggage Handling System Contractor (BHSC) during the design phase. The BHSC will be responsible for the design of systems components during the design phase (including, but not limited to opportunities to eliminate belting systems, i.e. ticket counters, and ICS controls).

B. Construction phase services by the CMAR may include the following:

- Survey existing conditions to support pre-construction activities and assumptions
- Procure and select subcontractors/suppliers for this project
- Coordinate with various local government units, other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment
- Schedule and manage site operations
- Bid, award, and manage all construction related contracts while meeting GFIAA bid requirements including DBE participation goals
- Provide quality controls
- Bond and insure the construction
- Address all federal, state and local permitting requirements
- Assist with resolving Owner issues and challenges by tracking issues and providing recommendations to the project team including schedule and budget impacts
- Maintain a safe work site for all project participants during construction (surveying, layout, environmental controls and monitoring, safety, installation, quality control/quality assurance, testing, commissioning, project controls, project documentation management, inspection coordination, subcontractor coordination, phasing, security badging, etc.)
- Coordinate activities provided by the Owner (i.e. art installations)
- Commission building systems
- Perform environmental remediation, hazardous materials abatement and disposal (asbestos, lead, PCB's and petroleum contaminated soils) as necessary
- Conduct Building Information Modeling including Clash Detection
- Coordinate with project stakeholders including airport asset owners, existing tenants, and other contractors/consultants Perform cost estimating, value engineering, and lifecycle cost analysis as necessary to support key decisions during the construction phase
- Complete timely project closeout including: Asset Owner training and turn over (including documentation), punch list documentation and resolution, O & M manuals, attic stock, warranty/guarantee, electronic as-built documentation, final inspection and acceptance
- Conduct and manage document control for all communications, documents, submittals, etc.

The project team understands that one significant component of the Terminal Enhancement Project – Phase 1, and opportunity for the success of the project team, is the Baggage Handling System (BHS) and by extension the Baggage Handling System Contractor (BHSC). With this request for qualifications GFIAA seeks to select a CMAR partner for the duration of the project, with the expectation that a BHSC will be procured and selected by the project team (GFIAA, VTC, and CMAR) early in early 2023 and enter into a subcontract with the CMAR during the design phase. Firms responding to this CMAR RFQ should not identify a BHSC at this time, but should note process and schedule recommendations for engagement with and procurement of a BHSC following CMAR contract award.

## **FIRM QUALIFICATIONS**

It is preferred by GFIAA that the selected firm have previous experience related to the following:

- Experience in performance of CMAR contracts.
- Experience with design support, procurement of, installation of, and maintenance support of BHS.
- Experience in pre-construction services, construction and commissioning of baggage system projects, airport projects, or equivalent large and complex projects.
- Similar experience working with local government work teams on the design and construction of a public use facility, particularly facilities in operation and occupied throughout the construction phase.
- Construction experience utilizing “Best Practices” in life cycle cost evaluations and recommendations and Sustainability/Green Building Principles with or without formal LEED or other project certification.
- Demonstrated knowledge of FAA and TSA funding requirements for grant eligibility and reimbursement.
- Understanding and experience working within height constrained areas, including coordination with the FAA.

- Experience in obtaining local and national regulatory approvals and permits associated with airport development.
- Fiscal capacity to obtain the necessary bonds for the project.
- Experience with Contractor Controlled Insurance Policy management.
- Demonstrated knowledge, development, and enforcement of strict on-site safety programs.

## ASSIGNED PROFESSIONAL QUALIFICATIONS

It is preferred by GFIAA that professionals assigned to the project have previous experience related to the specialty systems to be installed and work with collaborative Owner/Architect/Contractor Teams. Specifically, key roles to be identified in the Statement of Qualification include:

- Project Manager
- Site Lead
- BHS Subject Matter Expert

For each of these, and any other key rolls identified by the CMAR, describe the qualifications and past experience of the identified individual and why they are the right choice for this project. Demonstrate experience with similar sized and larger projects (in both value and complexity) and demonstrate if and how these individuals have collaborated on projects in the past.

## REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to [purchasing@grr.org](mailto:purchasing@grr.org) prior to 5 p.m. on December 21, 2022.

GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing or not respond to the inquiry at its sole discretion.

It is the firm's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at [www.flyford.org](http://www.flyford.org).

## CONTRACTURAL EXPECTATIONS

GFIAA anticipates utilizing the AIA A133 contract as basis for the CMAR contract resulting from this selection. Contract documents will be outlined in part 2 of this selection process which will be issued to short listed firms. Federal regulations related to the use of federal funding will be incorporated into the contract.

## SUBMISSION FORMAT AND EVALUATION CRITERIA

Submissions should include and will be evaluated on the elements outlined below:

### **1 Executive Summary - One (1) page maximum**

Summarize your firm's strong points and describe how your experience, particularly with similar projects, will benefit GFIAA in its design and construction of the Terminal Enhancement – Phase 1 Project.

### **2 Life Cycle Cost Analysis and Sustainable Construction Experience and Qualifications - Two (2) pages maximum**

GFIAA has a desire to evaluate Life Cycle Cost considerations for project decisions and employ "Green Building Principles" throughout development of the program. Describe in detail your experience with Life Cycle Cost work and "Green Building Principles", including those specific to airport and BHS work. Does your company have any

concerns with pursuing "Green Building Principles" for this project? If so, please identify the concerns and your company's plan to overcome them.

### **3 Problem Statement & Management Summary - Four (4) pages maximum**

State in succinct terms your understanding of the major issues of this project. Describe specifically your company's intended process to address the main issues of the project including BHSC engagement and management for maximum value to the project (in design, construction, and post-construction operations), engagement between the CMAR, BHSC, Owner, and design team, and how to utilize the full project team to tackle BHS specific opportunities such as zero manual movement of bags or totes and early introduction of bags to totes. Identify important steps your firm will take to set and meet the project goals and GFIAA expectations.

### **4 Design and Construction Methods - Three (3) pages maximum**

Describe pertinent methods for project coordination, cost & quality control, phasing, scheduling, and verification of constructability. Explain how contingencies will be managed through the completion of the Project. Describe your preferred method of interface with GFIAA and GFIAA specified contractor(s), and the design team. Provide an overview or summary of your company's quality control procedure. Address your company's experience with DBE participation and means to achieve DBE participation via vendor development initiatives on this project.

### **5 Cost Estimating Capabilities - Two (2) pages maximum**

Describe your strategy, plan, time frame, and historical track record for cost estimating during design including anticipation of project scope and yet to be completed design advancement during Schematic Design, Design Development, and Construction Documentation phases. Describe your ability to limit Change Orders and cost overruns during Construction. Describe your ability to understand current construction market pricing and generate trades contractor's interest/availability in this project. Specifically, describe your ability and resources to estimate baggage handling systems. Describe the firm's system and time frame for developing the Guaranteed Maximum Price ("GMP") Proposal.

### **6 Project Staffing - No page limit**

Provide a chart with the staff you are committing to the project. Show lines of authority and communication, and provide a brief role description and responsibilities for each person as they relate to the project. Full resumes may be attached as an appendix and are highly recommended for lead project personnel.

### **7 Project Data Sheets - No page limit**

Provide specific information on at least three (3), but no more than six (6) recently completed projects of similar scope (i.e. construction management, baggage systems, airport work, etc.) and at least the scale of this project including scope (>\$100 M), schedule, key contact person from your company and the project Owner. For each project, indicate the pre-construction estimate, contractor's initial pricing, total final cost, number of change orders, and type of Owner/Contractor agreement and contractor references.

Specific attention should be given to CM experience of the personnel proposed for this project.

### **8 Business Organization & References - One (1) page maximum**

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone numbers and firm's website address.

Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. State the names of the principles of your firm who are licensed to practice in the State of Michigan.

## REQUEST FOR QUALIFICATION SUBMISSION

Responses may be delivered physically or electronically. To be considered, complete submissions must be received prior to the due date and time specified (local time).

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:

Attn: Tom Cizauskas, Purchasing Manager  
Gerald R Ford International Airport Authority  
5500 44<sup>th</sup> St SE  
Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:  
<https://www.dropbox.com/request/VtV9LDuZbVllh1ZVaZLd>

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

The firm certifies the response submitted has not been made or prepared in collusion with any other respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criteria may be deemed non-responsive.

GRFIAA is not liable for any costs incurred by any prospective firm prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

## AIRPORT SECURITY

It is essential that during the performance of this contract that airport security be maintained and that operations under this agreement conform to Airport security requirements.

Airport-Issued Identification Badges -

Identification badges are issued by the Airport Police Department to provide unescorted access to authorized employees performing job duties within the airport. Contractors assigned to this account must be badged to provide services within the Secure Area. GRFIAA will not provide escort. The Contractor assumes responsibility for the conduct of all personnel working on airport property. All personnel within the Secured Area must display an airport-issued identification badge or be escorted by personnel with a badge who has been granted escort privileges. Identification badges must be worn on an individual's outermost garment and above the waist at all times.

The Airport encourages all Contractor personnel to be badged. **An unbadged person is to be under escort at all times.** This will be strictly enforced.

Badges are the property of the Airport and must be returned promptly upon fulfillment of this agreement, an individual's termination or at the request of the GRFIAA. Failure to return badges may result in the Contractor being declared nonresponsive and ineligible for future Airport contracts.

Pre-Badging Requirements for General Contractor -

Contractor should coordinate badge requirements with the Airport Project Manager. DO NOT WAIT UNTIL THE LAST MINUTE. The following documents are required before the Contractor begin the badging process for themselves, their subcontractors or their employees:

1. Project Letter from Contractor – Letter must include the Project Name with Start Date and estimated End Date, PLUS a list of all Subcontractors (if any).
2. Authorized Signer Letter(s) – Contractors/subcontractors will designate one or more individuals to be Authorized Signers for badge enrollments. The Authorized Signer letter must be on company letterhead. An Authorized Signer must obtain an airport badge prior to attending signatory training which is administered by the Airport Security Coordinator. The badging process is outlined below.

#### Badging Process –

The badging process requires two visits to the Airport Police office for each applicant.

#### 1. Badge Application and Background Checks

The process is initiated with the Authorized Signatory. They will be enrolling the applicant in the airport's SAFE Signatory Portal. Once enrolled and submitted, each applicant must make an initial appointment with the airport badging office.

([www.grrbadging.as.me](http://www.grrbadging.as.me))

As outlined in the appointment information, each individual is required to provide 2 pieces of acceptable ID, as well as provide a completed GRR Fingerprint Application. Information about acceptable IDs and the GRR Fingerprint Application can be found on the badging services page: <http://www.grr.org/badging-services.php>

The airport will perform two background checks on the applicant:

a. A security threat assessment (STA) is a name verification background check conducted by the Transportation Security Administration (TSA).

b. A criminal history records check (CHRC) is a fingerprint-based background check to determine if personnel have been convicted of a felony within the last ten (10) years. Background check results can take anywhere from two days to two weeks to be completed.

The Contractor's Authorized Signatory will be notified once the background checks have been completed and approved. The Authorized Signatory will notify the individual and have them schedule their assigned appointment for Badge Training and Issuance.

#### 2. Training and Badge Issuance

The applicant will make an appointment at [www.grrbadging.as.me](http://www.grrbadging.as.me) for their assigned training and badge issuance.

Training may include the following depending on which privileges the Authorized Signatory assigned during enrollment:

- a. SIDA training
- b. Non-movement driver's training

Each training takes approximately 45 minutes to complete. Once completed and passed, the individual will receive their ID.

Training/Badging must be completed within 30 days from date of approval. Applicants who fail to complete badging within the allotted time will be assessed a resubmission fee.

#### 3. Authorized Signatory Training (IF APPLICABLE)

If an individual will be designated as an Authorized Signatory for their company, they will need to schedule an appointment for Authorized Signatory Training with the Airport Security Coordinator. This is typically handled through communication with the original Authorized Signatory and can only be completed after they have received their badge.

All initial badging fees will be at no cost to the Contractor. If an ID badge is lost, stolen, or otherwise unaccounted for immediate notify Airport Communications at 616.233.6055. The ID badge replacement fee is \$50.00. The badge holder is responsible for the ID badge replacement fee.



## TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a firm's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to solicit a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

The Gerald R. Ford International Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations at all times during the completion of any contract with the GFIAA.

The terms of this request shall be interpreted, construed, and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax-exempt and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response,

Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing Terms and Conditions document.

**Termination For Cause:** Should the firm fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

**Termination Without Cause:** Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

**Assignment:** Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

## **MICHIGAN FREEDOM OF INFORMATION ACT**

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

## **EVALUATION, STATUS UPDATES/AWARD NOTIFICATION**

The Authority reserves the right to request additional information it may deem necessary after the submissions are received. As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question-and-answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

The Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, The Authority reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.

## **INSURANCE REQUIREMENTS**

The Contractor shall notify all insurance agents and companies utilized by the Contractor that these insurance requirements shall be included in any Insurance Policy/Program issued to Contractor in relationship to any services provided to Authority.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the Authority, the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to name the Authority as a named insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$5,000,000 per occurrence/\$10,000,000 general aggregate
- \$10,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

- b. Motor Vehicle Liability – Including Michigan No-Fault coverage, covering owned, non-owned, and hired vehicles.

Minimum Limits:

- No-fault coverage – statutory
- \$1,000,000 per occurrence combined single limit for bodily injury and property damage

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the Authority of approval as a self-insurer by the State of Michigan . Authority shall not be endorsed as a named insured on the Workers Compensation Policies identified herein.

Minimum Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$100,000

Insurance coverage shall cover all claims against the Authority, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed and or approved to do business in the State of Michigan and in a form satisfactory to the Authority. Certificates of insurance with a thirty (30) day cancellation clause shall be filed

with and approved by the Authority at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the Authority.

All insurance policies issued required pursuant to this Contract shall include a Waiver of Subrogation against Authority.

Authority reserves the right to request a complete certified copy of the insurance policies for the above coverages.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the Authority may require other insurance coverage in addition to the coverages contained herein.

**ATTACHMENT A**

**Terminal Enhancement Project – Phase 1  
Gerald R. Ford International Airport  
Preliminary Project Sketch**

Drawings are provided for reference only to demonstrate the general scope of the project and are subject to change.

**Final project scope, size, and layout to be determined during design.**