



REQUEST FOR QUALIFICATIONS AND PROPOSAL

**FOR CONSTRUCTION MANAGER AT RISK SERVICES
FOR NORFOLK INTERNATIONAL AIRPORT
CONCOURSE A EXPANSION AND NEW FIS FACILITY**

ADDENDUM NO. 2

Issued: August 22, 2023

ADDENDUM NO. 2

Request for Qualifications and Proposal for Construction Manager at Risk (CMR) for Norfolk International Airport (ORF) Concourse A Expansion and FIS
Norfolk International Airport
Gresham Smith
August 22, 2023

The Norfolk Airport Authority (the "Owner") hereby issues this Addendum Number Two to its Request for Qualifications and Proposal as named above. The information contained in this Addendum shall become part of the Solicitation and, to the extent specified, shall amend and supersede the similar information in the original Solicitation document. All other terms, provisions and conditions of the Solicitation shall remain unchanged.

The Solicitation Documents shall be amended by the following:

REFER TO RFQ/P DOCUMENTS:

1. ORF Request for Qualifications and Proposal
2. Exhibit E – Contractor's Insurance Requirements
3. Exhibit R - Construction Services Fees

REFER TO OFFEROR'S QUESTIONS AND ANSWERS:

4. Refer to Offeror's Questions and Answers sheet.

LIST OF ATTACHMENTS:

1. ORF Request for Qualifications and Proposal, 8.5"x11", 24 pages, dated August 22, 2023
2. Exhibit E – Contractor's Insurance Requirements, 8.5"x11", 7 pages, dated August 22, 2023
3. Exhibit R – Construction Services Fees, 8.5"x11", 3 pages, dated August 22, 2023
4. Offeror's Question and Answers sheet, 11"x17", 2 pages

END OF ADDENDUM NO. 2

Contractor must take note and be governed accordingly. This addendum must be acknowledged in your submittal response, or your submittal may not be considered.



REQUEST FOR QUALIFICATIONS AND PROPOSAL

FOR CONSTRUCTION MANAGER AT RISK SERVICES
FOR NORFOLK INTERNATIONAL AIRPORT
CONCOURSE A EXPANSION AND NEW FIS FACILITY

Advertised: July 28, 2023

Addendum #2: 08/22/2023

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Included Exhibits:

Exhibit A:	AIA Document A133-2019 (with edits) Standard Form Agreement Between Owner and Construction Manager
Exhibit B:	Norfolk Airport Authority General Terms and Conditions for Construction Contracts
Exhibit C:	AIA Document A201 (with edits) General Conditions of the Contract for Construction
Exhibit D:	Special Security Measures – Terminal Construction
Exhibit E:	Contractor's Insurance Requirements
Exhibit F:	Required Contract Provisions for Airport Improvement Program and Obligated Sponsors:
Exhibit G:	Norfolk International Airport DBE Provisions for Federally-Funded Projects Norfolk International Airport DBE forms
Exhibit H:	SIDA Badge Application Package
Exhibit I:	Norfolk International Airport Authority Contractor's Affidavit of Payment of Claims
Exhibit J:	Norfolk International Airport Authority Standard Performance Bond
Exhibit K:	Norfolk International Airport Authority Standard Payment Bond
Exhibit L:	Architect's Certificate of Substantial Completion
Exhibit M:	Contractor's Certificate of Substantial Completion
Exhibit N:	Architect's Certificate of Final Completion
Exhibit O:	Contractor's Certificate of Final Completion
Exhibit P:	Written Determination Regarding use of CMAR Procurement method (To be provided via Addendum)
Exhibit Q:	RFQ/P Scoring Matrix
Exhibit R:	Construction Services Fees

R.1 Concourse A
R.2 FIS

Exhibit S: Preconstruction Services Fee
S.1 Concourse A
S.2 FIS

Exhibit T: Concourse A Expansion Concept Drawings
Exhibit U: FIS Concept Drawings

Exhibits V: DBE Commitment Forms
V.1 CONCOURSE A
V.2 FIS

1. SOLICITATION

a. Public Notice

The Norfolk Airport Authority (hereinafter referred to as “Authority” or “NAA”), acting by and through its Chief Executive Officer, will accept Qualifications and Proposals (two-step process) from a qualified General Contractor or Team (hereinafter referred to as “Offeror”) to provide Construction Manager at Risk (CMR) Services for the Norfolk International Airport (hereinafter referred to as “Airport” or “ORF”) to execute the construction of the Concourse A Expansion and new Federal Inspection Services Facility (hereinafter referred to as “FIS”). Qualified Offerors must be able to offer engineering, construction, and operations services, or alternatively partner with firms that offer such services. Qualified Offerors must be able to demonstrate sufficient knowledge of applicable and related federal, state, and local laws, regulations, standards, and demonstrate that they meet the additional qualifications described herein.

b. Background Information

Norfolk International Airport is the major airport serving the communities of Hampton Roads, Coastal Virginia, and the Outer Banks of North Carolina. Allegiant, American, Breeze, Delta, Frontier, Southwest, Spirit, and United offer direct flights to 30 destinations and convenient access to hundreds of cities worldwide.

From its modest beginnings in 1938 to its current status as the region’s primary link to the global air transportation network, Norfolk International Airport continues to grow and adapt to meet ever-changing aviation needs. The footprint of the airport encompasses approximately 1,000 acres of land with facilities situated in Norfolk and Virginia Beach. Located adjacent to Norfolk Botanical Garden, the Airport is a national role model for reconciling expanding air facilities in a delicate ecological sanctuary.

Norfolk International Airport presently ranks in the top 14% of the country’s airports in terms of passengers served annually, with over 4 million passengers and over 65,000 flight operations in 2022. One of the most powerful economic generators in the region, a recent Economic Impact Study estimates that the airport directly and indirectly generated over 17,300 jobs with a payroll of \$775 million, with GDP more than \$1.3 billion and total economic output of \$2.2 billion in 2019.

NAA is an independent subdivision of the Commonwealth of Virginia. NAA is responsible for all of ORF’s infrastructure including parking lots, terminals, runways and taxiways, and all revenue-generating and commercial development projects as well as for airport security, aircraft rescue and firefighting.

NAA Vision: Strengthen and grow our region while serving as an industry leader, recognized for our professionalism and excellence.

NAA Mission Statement: Connect our community with the world by safely, reliably, and efficiently operating Norfolk International Airport.

NAA continues a multi-phase process to improve airport terminals, concourses, and the general aviation terminal in addition to dining and retail additions and upgrades, and in-airport advertising and customer service improvements. Renovations and improvements to the facilities and passenger experience will continue for the next several years. The NAA has updated the Master

Plan to include projects that will extend the useful life and value of the Airport to meet the air transportation needs of the region over the next 20 years.

c. **Procurement Process in General:**

Legal Rationale and Requirements for Public CMR Procurement:

As a political subdivision of the Commonwealth of Virginia, NAA is required to procure Construction Management Services in a manner consistent with the requirements of Virginia Law and, in particular, the Virginia Public Procurement Act, § 2.2-4300, et seq. of the Code of Virginia and Chapter 43.1 governing Construction Management and Design-Build Contracting (collectively, "VPPA").

Per Section 5 of NAA's Procurement and Purchasing Policy document and Chapter 43.1, Va. Code, NAA has defined the basis for using the CMAR delivery method on this Project as outlined in the Determination Regarding use of CMAR Procurement method, **Exhibit P**.

Process:

The Norfolk Airport Authority CMR procurement process will adhere to the Two-Step Competitive Negotiation Process as set forth in the Norfolk Airport Authority's Procurement and Purchasing Policy (Revised May 2023).

Step 1: Selection of Qualified Offerors. During this step, the Authority will receive RFQ packages as outlined in this document. An Evaluation Committee will review RFQ submissions and create a short list of Offerors based on the scoring criteria outlined herein.

Step 2: Selection of a Construction Manager will include the submission of an RFP package and interviews.

An Evaluation Committee will evaluate and rank proposals. After evaluation and ranking of the proposals, the Evaluation Committee shall: Conduct negotiations with two or more offerors submitting the highest ranked proposals; or should the Authority determine, in writing and in its sole discretion, that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The RFQ and RFP will be submitted separately and at the designated times as outlined in the Procurement Schedule provided in this document.

2. INSTRUCTIONS TO OFFERORS

a. RFQ Response Submittal Instructions

The Norfolk Airport Authority will receive electronic RFQ Responses for the Subject Scope via Newforma File Transfer no later than the date and time specified in the Procurement Schedule provided in this document. (Instructions related to the Newforma File Transfer are contained later in this document).

All Responses will be timestamped via the Newforma software and the Offerors will receive a separate acknowledgement of receipt via email from the Procurement Manager:
krystal.anderson@greshamsmith.com.

The Procurement Manager must receive delivery of the Offeror's RFQ Response at the location, time, and date specified in the Procurement Schedule of this RFQ (RFQ Submittal Due date and time). Any RFQ Response received at the wrong location or after the exact deadline specified for receipt will not be considered. NAA will not be responsible for delays in delivery.

Any and all inquiries and submission of information regarding this RFQ shall be sent via email to the Procurement Manager: krystal.anderson@greshamsmith.com

It is the responsibility of each person or Offeror submitting questions or comments to verify the receipt by the Procurement Manager. Neither NAA, nor Gresham Smith shall be responsible for questions that are not submitted to/or received by the Procurement Manager at the email address noted above.

Offerors should thoroughly and carefully read, review, and understand this RFQ, including all appendices, attachments, exhibits and any addenda-issued. Offerors should submit an RFQ Response in accordance with the instructions given. RFQ responses that do not adhere to instructions may be set aside and not evaluated. The RFQ response should be prepared as specified herein regarding form, content, and sequence.

Each Offeror shall submit a single electronic copy (PDF) of the RFQ Response.

Hardcopy submittals, direct email responses or submissions made in any other format will not be accepted. Newforma transfers of the RFQ submittals must be time stamped by the deadline stated above.

Each RFQ response must include each section as described in Section 7 "STEP 1: RFQ Offerors Response, Evaluation Criteria & Scoring."

Offerors should not submit any additional audio or video materials, links to external materials, or links to websites, as part of their RFQ response. Where page limits are set, failure to follow guidelines may prevent an RFQ response from being fully evaluated.

b. RFQ Document Availability

The RFQ documents including subsequent Addenda will be posted and are obtainable from the following locations:

- i. ORF website: <https://www.norfolkairport.com/about-us/business-opportunities/>
- ii. The Norfolk Builders & Contractors Exchange: <https://bceva.com/>.
- iii. eVA: <https://eva.virginia.gov/>

- iv. By contacting the Procurement Manager directly: krystal.anderson@greshamsmith.com

c. Pre-Proposal Conference and Site Tour

A pre-proposal conference and site tour is scheduled for the time, date and location noted in the Procurement Schedule within this document. Attendance is highly encouraged. Site tours will be limited to Five (5) individuals per Offeror on day of conference. Additional site tours must be coordinated through the Procurement Manager and must be completed prior to the deadline for submission of questions. The following items pertain to the conference criteria:

- i. **Qualified Offerors wishing to become Registered Participants:**
 - 1. All participants who attend the pre-proposal conference shall provide contact information which shall include: name, business email address and phone number, on the pre-proposal conference sign-in sheet. By providing this information at the pre-proposal meeting, the attendees will become Registered Participants.
 - 2. Registered Participants will receive an email correspondence with directions on setting up their Newforma account for the subject procurement process. Once set up, Registered participants will receive future Procurement Documentation via Newforma and will be able to **transmit their RFQ and RFP documentation** via the Newforma Info Exchange function.
 - 3. Offerors must become Registered Participants in order to set up their Newforma account and submit their proposals. If the Offeror does not attend the pre-proposal conference, it is the responsibility of the Offeror to contact the Procurement Manager, provide the appropriate contact information and become a Registered Participant.
- ii. The pre-proposal meeting and site tour is 'in-person' only and virtual participation will not be available.
- iii. NAA cordially requests that Offerors limit the number of attendees at the conference to Five (5) persons.
- iv. Offerors are encouraged to email questions in advance of the pre-proposal conference meeting so that those questions may potentially be addressed as part of the conference.
- v. The purpose of the conference is to discuss RFQ requirements as defined herein, and to familiarize each Offeror with the site and project as currently progressed by the Design Team.
- vi. Questions that arise during or after the conference must be submitted in writing via email to krystal.anderson@greshamsmith.com by the date and time noted in the Procurement Schedule in order to receive a formal response.
- vii. Changes to the requirements of the RFQ that may result over time, as well as answers to all questions submitted, will be made via written addendum.
- viii. Offerors shall not rely upon oral declarations made by NAA and or Gresham Smith during the pre-proposal conference.

d. Submission of Questions

All questions regarding this RFQ should be clearly presented in writing and transmitted via email to the Procurement Manager: krystal.anderson@greshamsmith.com . The deadline for submission of questions is provided in the Procurement Schedule within this RFQ. Responses to written questions, corrections and clarifications to the RFQ will be made in writing, and posted to the locations noted in the RFQ Document Availability Section above and made available to all prospective Offerors in the form of an RFQ addendum.

Offerors may only rely upon written or digital information provided by NAA. Offerors should not rely upon, and NAA and Gresham Smith are not responsible for, any oral information or instructions provided in reference to the RFQ.

e. Procurement Schedule

Provided below is the schedule for the RFQ and RFP. NAA reserves the right to adjust the RFQ/P schedule and add or remove specific events to meet the needs of NAA and this Project. Any such changes to the RFQ/P schedule will be explained in addendum.

The deadlines for this procurement are currently scheduled as follows:

Step 1: Request for Qualifications (RFQ) Schedule

July 28, 2023	Advertisement of RFQ
August 8, 2023	Pre-Submittal Meeting and Site Visit 2:00pm, EDT Airport Main Terminal – Human Resources, Board Room Attendance is highly encouraged
August 18, 2023	Question Due by 4:00 pm EDT Submit electronically (email) to: krystal.anderson@greshamsmith.com
August 31, 2023	RFQ Submittal Package due by 4:00 pm EDT Submit electronically per direction in this RFQ document to: krystal.anderson@greshamsmith.com
August 31-September 14, 2023	NAA to Score Offeror Proposals and determine Shortlist Firms

Step 2: Request for Proposals (RFP) Schedule

September 15, 2023	Notify Shortlisted Firms
October 16, 2023	RFP Submittal Package due by 4:00 pm EDT Submit electronically per direction in this RFQ document to: krystal.anderson@greshamsmith.com
October 24, 2023	Interviews
October 30, 2023	Selection of preferred Offeror & Notification

It is the responsibility of each Offeror to ensure that the RFQ and RFP submissions are complete and received by the designated date and time.

RFQs and RFPs that are incomplete or received after the due date and time will not be considered.

RFQs submitted by mail, facsimile or other electronic means will not be accepted.

3. PROJECT DESCRIPTIONS

The Concourse A Expansion and Federal Inspection Services Facility documentation is in Schematic Design at the time of the advertisement of these Services. Scope is subject to change however, Offerors should anticipate the eventual project scopes to be similar to what is documented in the noted exhibits and as generally described below:

a. Project 1: Concourse A Expansion

- i. Addition of three (3) holdroom gates to the end of existing Concourse A.
- ii. Addition of four (4) new passenger boarding bridges (PBBs) and associated equipment including preconditioned air units, ground power units (GPUs). New foundations and apron work, electrical, and low voltage work will be required at each new PBB location.
- iii. Addition of two new restroom banks
- iv. Expansion Area:
 1. Second Floor (Departures Level): Approximately 12,500 s.f. -15,000 s.f.
 2. First Floor (Apron Level) Approximately 4,200 s.f.
- v. Removal and re-roofing of the entire existing Concourse A roof assembly, less the area above the existing security checkpoint, with a single ply roof membrane assembly system.
- vi. Expansion is located completely on the secure airside of the airport campus.
- vii. Refer to **Exhibits T** for select current architectural documentation available at the time of the advertisement of this document
- viii. The Airport has funding available for the entirety of the Concourse A Expansion Design and Construction assuming the Construction Budget is in alignment with NAA's expectations. NAA will require Substantial Completion of the Concourse A Expansion Project prior to that of the FIS Facility.
- ix. Estimated Construction Cost: \$28 million

b. Project 2: Federal Inspection Services (FIS) Facility

- i. Addition of a new standalone FIS facility abutting the west façade of existing Concourse A near the existing Security Checkpoint and Gate 1.
- ii. Expansion will include but not be limited to:
 1. Multiple restroom and locker room locations
 2. Baggage conveying equipment
 3. Exit Lane Breach Control (ELBC) devices
 4. Vertical circulation including elevators
 5. Various spaces for queuing, bag claim, and various office type spaces.
 6. Special systems work will include access control, CCTV, and specialty equipment coordination and the tenant will require a turnkey delivery.
- iii. The FIS will abut on one side to the existing Concourse A located on the secure airside of the Airport campus, and then span west through the Air Operations Area (AOA) demarcation to the unsecure landside of the Airport campus. The completed new CBP building structure will include both an unsecure/landside entrance, as well as an entrance on the secure airside which is a Security Identification Display Area (SIDA) at Concourse A.
- iv. Expansion Area:
 1. Second Floor (Departures Level): Approximately 20,000 sf
 2. First Floor (Apron/Grade Level) Approximately 5,000 sf

- v. Refer to **Exhibit U** for select current architectural documentation available at the time of the advertisement of this document. Note, due to the sensitive national security interest surrounding Customs and Border Protection (CBP) programming and planning, large portions of the interior layouts are redacted in the attachments. Once an awarded Offeror is under contract, an appropriate Non-Disclosure Agreement (NDA) will be executed and the CMR will have access to the documents and inclusion in meetings with the Design Team and US Customs and Border Patrol for coordination.
- vi. The Airport currently has funding sources allocated and available to complete design services and fund CMR pre-construction services for the FIS presuming CMR fees are in alignment with NAA's budget expectations. The Airport has funding allocated and available for Construction Services associated with the FIS Project starting July 1, 2024. The Offeror shall provide and track separate pre-construction service fees for the FIS and Concourse A expansion and take note of this delay in the FIS Work and invoicing when considering their proposal. Based on this delay of funding source availability, the Airport anticipates the FIS Substantial Completion to occur after the Concourse Expansion Substantial Completion.
- vii. Estimated Construction Cost: \$32 million

c. **General:**

- i. The selected Offeror will need to coordinate with ongoing Authority projects.
- ii. Phasing: The Airport is a 24 hours a day, 365 days a year facility which requires new construction to minimize impacts to daily operations. The project will require the Contractor to be knowledgeable in minimizing downtime of operating utilities and planning/phasing/staging the work to limit impact to Airport Operations and maintain a safe passenger experience in the facility while under construction.
- iii. The Contractor shall be responsible for all planning, execution, and means and methods related to project phasing. Phasing shall be executed in a manner that does not interrupt airport operations and or continuity of facility services (MEPSS&FP) unless specifically agreed to by the Owner.
- iv. In addition to existing survey, geotechnical, and SUE documentation that will be provided, the Contractor will be responsible for providing additional detailed SUE/Utility investigations efforts including pot-holing and other efforts to directly identify utility locations.
- v. Contractor will be responsible for existing systems trace out for phasing and continuity of service planning, and as required to execute the project.

4. **Construction Manager at Risk (CMR) Scope of Services Overview**

a. **Pre-Construction Services** – shall include, but are not limited to, the following:

- i. Recurring constructability, completeness and cost review of the project design progress documents, and construction documents / specifications as they are developed by the Project Architect;
- ii. Develop, update and maintain a detailed Project Schedule throughout the pre-construction phase;
- iii. Lead Role in the development of detailed construction phasing plans which account for temporary construction and temporary MEP/FP and special systems required to maintain the safe and continuous 24/7 operation of existing facilities by NAA and its tenants and stakeholders during construction.

- iv. Analysis of existing airport infrastructure to aid in the establishment of project phasing and continuity of service.
 - v. Preparation of detailed cost estimates at each stage of the design. Prepare appropriate recommendations to keep the project on budget. Review estimates and budget recommendations with project Architect and NAA to reconcile the budget moving forward. The goal is to make a “best value” assessment of the proposed budget and for the Construction Manager to make recommendations on an ongoing basis to avoid last minute “Value Engineering” after the work is bid during the GMP stage.
 - vi. Collaboration with the project team to develop the optimum approach to bidding and subcontracting the construction;
 - vii. Selecting qualified DBE firms to participate and ensuring compliance with the project’s DBE goals;
 - viii. Prequalification of potential first-tier subcontract bidders;
 - ix. Division of the work scope into packages (if required);
 - x. Planning for procurement of long lead items to maintain project schedule;
 - xi. Management of Subcontractor bidding in accordance with Virginia law and regulations and Airport Procurement Policies and Procedures.
 - xii. Tabulating bids, preparation of draft Guaranteed Maximum Price (GMP) proposal and negotiating final GMP with NAA.
 - xiii. Draft and Final GMP shall incorporate a detailed construction schedule. The detailed schedule shall identify the critical path and include items such as preparation of shop drawings by each subcontractor, review and approval periods for submittals (and resubmission if appropriate), lead times for material procurement, off site fabrication and delivery to site for inclusion in the work.
 - xiv. Execution of the Guaranteed Maximum Price (GMP) Construction Contract.
- b. **Construction Services** – upon execution of the GMP, Construction Services shall generally include, but are not limited to, the following:
- i. Managing, coordinating and supervising all aspects of construction of the project while maintaining airport operations, security and safety at all times.
 - ii. Furnishing at all times an adequate supply of management staff, workers and materials to perform the work in an efficient and expeditious manner, which is consistent with the Owner’s interests. Prior to Contract execution, the Offeror shall submit a staffing plan for review and subsequent approval by NAA.
 - iii. The selected Offeror will prepare and submit all applications for permits and approvals required by Authorities having Jurisdiction, make arrangements for and pay all associated fees.
 - iv. Monitor progress of work to meet the construction completion date and schedule incorporated into the GMP. Monthly reporting of progress of the work on the schedule shall be submitted to NAA. If revisions to the schedule are made, they shall be clearly identified and highlighted, specifically changes to the critical path and the utilization of ‘float’ in the schedule, for approval by NAA. The original baseline schedule incorporated into the executed GMP shall also be monitored throughout the construction phase and progress tracked against the baseline schedule. Monthly tracking against the baseline schedule shall also be reported monthly to NAA to allow NAA to track progress against both the original baseline schedule and subsequent approved revisions.
 - v. Manage and document the submittal process (submittal log) and ensure all required submittals (shop drawings, product information, calculations, samples, mock-ups) are scheduled to allow sufficient periods for review, incorporating comments, resubmittal (if required) and also allow sufficient time for the ordering of materials, factory assembly / manufacture and delivery to site for incorporation into the work;

- vi. Within 30 days of executing the GMP, provide a submittal schedule which reflects accurately the project schedule incorporated into the GMP. Any variations shall be identified and submitted for review and approval. Any variations shall also be incorporated into the overall project schedule, shall be clearly identified and also submitted for NAA review and approval.
- vii. Prepare monthly management progress report, showing percentage of work complete, submittal log update, RFI log update and other information required by NAA;
- viii. Maintain daily logs and make available to Owner and Architect, including regular monitoring of weather, work progress, number of workers on site, identification of equipment on site, problems that affect progress of the work, accidents, injuries and other information required by Owner;
- ix. Conduct and prepare minutes for regular meetings with Owner Architect Contractor (OAC meetings) at minimum of one OAC meeting weekly but more frequently if required;
- x. All questions and Requests for information (RFI's) shall be documented and an RFI log maintained by the contractor. The RFI and submittal logs shall be submitted weekly through Newforma to the Owner and Architect.
- xi. Prepare monthly detailed pay applications and utilize system for cost control throughout the project.
- xii. No additional work shall be performed without an executed change order or appropriate authorization in writing from the Owner. Contractor shall promptly identify (within 72 hrs.) and notify in writing to owner and Architect issues that could result in additional work or delay completion of the project. Such notification shall include contractors proposed measures to mitigate cost increase and minimize schedule impacts.
- xiii. Coordination as required with airlines, airport tenants, other stakeholders and vendors engaged by the Airport.

5. Offeror Team Structure

a. Respondent Entity:

- i. Joint Venturing Excluded - Joint venturing of two or more Offerors to form another legal entity to satisfy some specific purpose will not be considered a proper response to this Solicitation. The Prime Offeror may enter a partnership and include subconsultants and/or subcontractors on their team to meet the requirements and services anticipated in this solicitation.
- ii. Self-Performance – Self-Performance of work by the offeror providing CMAR are limited to those services, tasks, and procedures which are compliant with Code of Virginia (i.e., Chapter 43.1) Construction Manager at Risk Services. Additional information is provided in **Exhibit B**.

b. Changes in Key Personnel:

- i. Following RFP submission, the following actions may not be undertaken by an Awarded Offeror without NAA's prior written consent, which may be withheld at NAA's sole discretion:
 1. Deletion, substitution or change in the composition of any team member identified in the RFQ/P response or a change in the role or scope of work of a team member; or
 2. Deletion or substitution of key personnel or a change in the role or position of such key personnel
- ii. Should any of the above actions occur, NAA's written consent must be promptly requested, and NAA must be provided with enough details of the proposed change (including, among other things, the information that is required in this RFQ/P) to facilitate NAA's consideration

thereof. NAA may accept, reject, or seek additional information at its sole discretion. Regarding the Offeror, NAA will base its decision on whether the Offeror still meets the minimum criteria contained in this RFQ/P and whether NAA would still have selected the Offeror if the change had occurred before submission of the RFQ/P response.

6. Agreement and Terms and Conditions

a. Agreement

NAA and the Awarded Offeror may utilize the AIA 2019 A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor (as modified in the attached **Exhibit A**) but NAA reserves the right to use other contracts or forms if deemed appropriate in its sole discretion.

b. Terms and Conditions set forth in the documents that will be referenced in the Contract:

Exhibit A: AIA Document A133-2019 (with edits) Standard Form Agreement Between Owner and Construction Manager
Exhibit B: Norfolk Airport Authority General Terms and Conditions for Construction Contracts
Exhibit C: AIA Document A201 (with edits) General Conditions of the Contract for Construction
Exhibit D: Special Security Measures – Terminal Construction
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Exhibit M: Contractor’s Certificate of Substantial Completion
Exhibit N: Architect’s Certificate of Final Completion
Exhibit O: Contractor’s Certificate of Final Completion

c. Airport security

The Offeror shall be aware of the requirements for accessing the secure airside of the Airport and take into consideration costs and time associated with the Airport’s badging requirements. The Offeror shall be aware of the requirements defined by **Exhibit D: Special Security Measures – Terminal Construction**. Additionally the Offeror shall be aware of the NAA SIDA Badge Application Package and applicable requirements as included as **Exhibit H** in this RFQ package.

7. STEP 1: RFQ Offerors Response, Evaluation Criteria & Scoring

a. RFQ Format

- i. Offerors must provide electronic submissions via Newforma file transfer to krystal.anderson@greshamsmith.com . The completed RFQ package shall be provided in a single combined PDF format.
- ii. The RFQ limits the number of pages in for response, as indicated in each section below.
- iii. The RFQ should allow the PDF to be printed on 8-1/2" X 11", however, pages with organizational charts, matrices, or diagrams may be printed on 11"x17" sheets maximum size as indicated in each section below. Offeror shall orient all sheets to read top to bottom and left to right.
- iv. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. while maintaining legibility. Non-conforming submissions may be removed from consideration.
- v. Each RFQ must contain the following sections, organized with bookmarks, to be considered responsive:
 - 1. RFQ Cover Sheet;
 - 2. Introduction letter (maximum 2 pages)
 - 3. Table of Contents (maximum 2 pages)
 - 4. Request for Qualifications:
 - a. Each Criteria 1-6 listed below
 - 5. Acknowledgement of Addenda (1 page listing all addenda acknowledged)

b. Minimum Qualifications Criteria:

The following requirements have been established as a basis for determining the eligibility of the Offerors. To be considered for award, all Offerors must demonstrate they meet the Minimum Qualifications. A response will be considered non-responsive and will not receive further consideration unless sufficient documentation is provided to determine whether the Offeror meets the following minimum qualifications:

Criterion 1: Minimum Qualifications

Point Value: Pass/Fail

- 1. Provide evidence of a current Virginia General Construction Class 'A' license.
- 2. Provide written evidence from a Surety of Respondent's bonding capacity of not less than the \$60,000,000. (no page limit)
- 3. Provide evidence of the ability to obtain the insurance coverages and limits as required in **Exhibit E.** (no page limit)
- 4. List and describe Offeror's bonding history over the last 10 years involving any claim against the offeror's payment or performance bond. Explain the circumstances of each, and how each case was resolved, and if the surety company issuing the bond(s) acted upon or expended funds from the bond issuance to satisfy the claim. (no page limit)
- 5. Describe any cases of litigation in the last 10 years for the Offeror, a Related Entity, or key individuals on the proposed team, where negligence, fraud, or intentional misrepresentation were alleged, or any judgments were rendered. Describe any unresolved claims or disputes with any department, agency, or private entity. For purposes of this information, the term

“Related Entity” means any parent, subsidiary, affiliate or guarantor of the Offeror. (no page limit)

6. State whether there are any cases pending against the Offeror, a Related Entity, or officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Offeror or Guarantor, or materially affect the Offeror’s or Guarantor’s ability to perform their obligations. Describe if the Offeror or any related entity has a history of bankruptcy or termination of contracts for cause. (no page limit)
7. The respondent may choose not to include matters that were resolved prior to the time that a subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the Airport. NAA reserves the right to request additional information to explain any of the above litigation matters.
8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

It is the policy of the NAA that DBEs will have full and fair opportunities to compete and participate in the performance of this project. Offerors are encouraged to propose participation by DBEs to perform commercially useful functions of the work required in this Solicitation.

The DBE goal set for the project will need to be met through obtaining participation of VADOT certified companies for any area of work related to this project. If the DBE goal is unable to be met, Good Faith Efforts will need to be proven and provided to NAA.

There is **no** prescribed DBE goal for **pre-construction** services for the Concourse A or FIS projects.

The minimum goal for **construction phase services** for this project are:

- a. **9.8%** participation by DBEs for the Concourse A Project.
- b. **9.5%** participation by DBEs for the FIS Project.
- c. The percentage participation by DBE’s is required for the total dollar amount earned for construction phase services of the project. At this time, it is not required that the proposing Offerors commit to a greater level of participation in response to this Solicitation, but shall commit to achieving the established DBE goals by submitting the DBE Commitment Forms

Offerors shall submit completed and executed DBE Commitment Forms (**Exhibits V.1 and V.2**) for both the Concourse A and FIS projects in order to meet the RFQ minimum qualifications.

c. CMR Selection Criteria and RFQ Content

Only offerors who meet the Minimum Requirements will have their RFQ’s evaluated by NAA. The sections below outline the Selection Criteria NAA will use to evaluate qualified RFQs and the required organization of the submitted RFQ package. The intent of the RFQ is to encourage responses that clearly communicate the Offeror’s understanding of the NAA’s goals and requirements for this Project. Only that information which will be essential to an understanding and evaluation of the RFQ should be submitted. Items not specifically and explicitly related to the RFQ and RFQ, (i.e., brochures, marketing materials, etc.), will not be considered in the evaluation.

All RFQs shall address the following criteria with headings numbered and labeled as shown.

Criterion 2: Organization & Experience
Point Value: Up to 10 points

1. Provide a brief description of the Offeror's company size and corporate organizational structure. Include a discussion of the Offeror's financial stability, capacity, resources and bonding capabilities. (maximum 2 pages)
2. Prior construction management and or airport experience shall not be required as a prerequisite for award of this contract, however NAA may consider the experience of each contractor on comparable projects. Describe at least 3 projects of similar size and complexity in the last 10 years, which may include CMR services, where the Offeror has provided similar services and provide letters from Owner providing reference addressing the Offeror's performance for each project and success in meeting established schedule and budget. All provided reference letters should be dated and current and include current contact information including telephone number and email address. (maximum 12 pages)

Criterion 3: Project Team

Point Value: Up to 20 points

1. The following are considered "Key Individuals" in the Offeror's proposed team:
 - a. **Project Director**, who serves as the single lead for the selected Offeror and acts as the primary point of contact with the Authority. Responsible for the overall management and delivery of the Project.
 - b. **Preconstruction Manager**, responsible for preconstruction services including cost control and scheduling all aspects of the project.
 - c. **Project Scheduler**
 - d. **Construction Manager**, responsible for the management and oversight of all construction aspects of the project.
 - e. **General Superintendent**, responsible for coordinating all construction activities of the project.
2. Describe the experience of the Offeror's proposed Key Individual team members that illustrates successful experience providing Construction services, which may include CMR services or work at airports, on three (3) projects of similar size and scope within the past ten (10) years, and provide two satisfactory references (provide reference name, airport, telephone number and email) related to that experience. (maximum 12 pages)
3. Location & Workload: Identify addresses of the proposed daily working office during pre-construction and proposed daily working office during construction of Key Individuals. As a consideration of the Respondent's recent, current, and projected workloads, the Respondent must also state the commitment and availability of all key Individuals listed. The Authority will evaluate these criteria to determine how the Respondent's personnel locations will provide the best value to the project. (maximum 1 page)
4. Include a project organization chart of key team members, including any subcontractors to be assigned specifically to this project. Identify the individual who will be empowered to act on behalf of the Offeror. Identify DBE sub-contractors and/or sub-consultants to be utilized for pre-construction services if provided. (maximum 1 page – can be 11x17 and reverse side left blank)
5. Offerors shall provide a resume for each proposed key team member. (Resumes limited to two (2) pages per person)

Criterion 4: Project Approach**Point Value: Up to 20 points**

1. Offeror demonstrates an understanding of the project, operating at an active airport, the constraints that apply to the project and outlines ideas, approaches and strategies that can result in a successful project under those conditions.
2. Describe in detail the Offeror's approach to the Project, with emphasis on how the respondent will engage and collaborate work with the Owner and Project Architect and deliver the Project in an effective, timely, economical and professional manner. (Maximum 6 pages)
3. Describe the Offeror's safety program as it will be applied to this Project. (Maximum 2 pages)
4. Describe in detail the Respondent's approach to providing quality control services throughout the pre-construction and construction phases of the project. (Maximum 2 pages)
5. Provide a staffing plan for both preconstruction and construction services. Include both internal staff as well as outside trade partners and explain how they will be utilized to execute the project successfully and efficiently. (Maximum 4 pages)

Criterion 5: Schedule & Budget**Point Value: Up to 10 Points**

1. Describe the Offeror and key individuals' past successes in meeting established schedules and budgets for projects of similar size and complexity as a general contractor or construction manager, providing project examples with the bid amount or GMP and final completed construction cost, and initial schedule and actual completion. (Maximum 4 pages)
2. Describe how the Respondent will develop and control construction costs for this project, during pre-construction, development of the GMP and construction of the project. (Maximum 2 pages)
3. Describe how the Respondent will meet the Authority's intent to receive and evaluate competitive bids in the preparation of the GMP. (Maximum 2 pages)
4. Submit a schedule that depicts a proposed timeline for design and construction beginning at Board award of the Contract through substantial completion of the project. The schedule should include Component GMP (CGMP) and Final (FGMP) and Supplemental Contracts as needed. A fifteen (15) business day period shall be included for execution of Contract by NAA for each GMP. (Maximum 6 pages –11x17 format is acceptable)

Criterion 6: Complete, Well Organized and Concise RFQ submission**Point Value: Up to 5 points**

1. Offeror's submitted RFQ package met all requirements of the RFQ and was presented in an orderly and succinct form.
2. The RFQ must comply with the format and contents requirements set forth in this RFQ in the appropriate sections.
3. Acknowledgement of Addenda (one page per Addenda)
 - a. It is the responsibility of the Respondent to ensure that all addenda have been downloaded from the Authority's website or otherwise received. Failure to submit acknowledgement of each addendum issued may result in the Respondent being

deemed non-responsive. Failure of any Respondent to review any addendum will not relieve them from any obligation contained therein.

8. RFQ Evaluation Process

- a. After submission of the RFQ documentation, NAA's Selection Committee will evaluate each Response based on the above criteria. The Selection Committee will utilize the Scoring Matrix provided as **Exhibit Q**. Only Columns 1-6 will be scored. Scoring will not be established for the Pricing and Interview columns at this time. It is the intention of NAA to shortlist 3-5 Offerors after completion of the evaluation process. The shortlisted Offerors will then move to the RFP and interview stage of the procurement process.
- b. NAA Evaluation Committee
 - i. The NAA will convene an Evaluation Committee to review all RFQs submitted in response to this solicitation.
 1. The Evaluation Committee shall consist of at least three members, including employees of NAA and a Virginia licensed design professional under its employ or contract.
 - ii. The Evaluation Committee shall first evaluate the Minimum Requirements. Only Offerors who meet the Minimum Requirements will have their RFQ submissions scored.
 - iii. The Evaluation Committee shall then score each of the Offeror's responses based on the allocated point value established in the Evaluation Criteria Section of this RFQ.
 - iv. The RFQ evaluation process shall result in a short list of three to five offerors to receive the RFP. Depending upon the evaluation of the minimum requirements and scoring results, the short list may include a minimum of one DSBSD-Certified Small Business that in the opinion of the Evaluation Committee meets both the minimum requirements for prequalification.. Evaluations will focus on relative strengths, weaknesses, deficiencies, and risks associated with the RFQ.
 - v. NAA reserves the right to obtain clarification or additional information from any of the submitting Offerors.
 - vi. The Evaluation Committee shall make its recommendation on the selection of a shortlist of Offerors to the Chief Executive Officer, or his or her designee, based on their review.
 - vii. At least thirty (30) days prior to the date established for the submission of proposals (RFP), the Authority will advise in writing which Offerors are shortlisted, the date and time for the shortlisted Offerors RFP submission and date and times for shortlisted Offerors Interviews.

9. STEP 2: RFP Submission Content and Interview

Criterion 7: Pricing (No Page Limit This Section).

Point Value: Up to 15 points

Pricing: The Offeror must address all Pricing section items and provide the information and documentation required. The Offeror must submit completed Forms as follows:

1. **Pre-Construction Services Fees:** Submit a not-to-exceed (NTE) cost for Construction Management preconstruction services based upon information provided in this RFP. Include all insurance, fees and bond cost. Labor costs shall be based on the staff labor rate and total hours by completing **Exhibit S** spreadsheets "Precon Services Fee Proposal". A separate Pre-

Construction Fee Proposal shall be submitted for the Concourse A Project and the FIS Project. List the proposed construction management office staff. If the entire staff are not known, list the positions and titles required. The staffing plan must be comprehensive in order to capture the total management staff hours. Personnel should include the project management staff, including, but not limited to: project managers, administrative staff, office engineers, estimators, schedulers and other required staff. Use fully burdened labor charge rates which will be used to compute the labor component of the Pre-Construction Services. Complete the tabulation of all non-labor costs provided at the bottom of **Exhibit S**. The expenses may include cost for such items as, telephones, vehicles and transportation cost; outside staff, reimbursable costs, other general expenses, overhead and fees (for Pre-Construction only).

2. Construction Services Fees:

Construction Manager at Risk Fee: Offerors shall submit the Construction Manager at Risk Fee in a percent cost format in **Exhibits R1 and R2**. A separate Construction Manager's Fee percentage shall be submitted for the Concourse A Scope (includes Concourse Re-roofing) **Exhibit R1** and the FIS Scope **Exhibit R2**. **The Construction Manager at Risk Fee shall be as defined in Exhibit B, the NAA General Terms and Conditions for Construction Contracts.**

Insurance %: Offeror shall submit their Insurance fee in a percent cost format in **Exhibits R1 and R2**. A separate Insurance percentage shall be submitted for the Concourse A Scope (includes Concourse Re-roofing) **Exhibit R1** and the FIS Scope **Exhibit R2**. Submit as a percent of the total estimated GMP. For purposes of proposal development, assume \$28M construction cost for Concourse A and \$32M construction cost for the FIS.

Performance and Payment Bond: Offerors shall submit the "Performance and Payment Bond" in a percent cost format in **Exhibits R1 and R2**. A separate "Performance and Payment Bond" percentage shall be submitted for the Concourse A Scope (includes Concourse Re-roofing) **Exhibit R1** and the FIS Scope **Exhibit R2**. For purposes of proposal development, assume \$28M construction cost for Concourse A and \$32M construction cost for the FIS.

Criterion 8: Interview (No Page Limit This Section).

Point Value: Up to 20 points

1. The Selection Committee will use the interviews of shortlisted firms to clarify any questions or topics from its review of the RFQ and RFP submissions and confirm or modify its evaluation of these submissions.
2. The proposed key individuals who lead the Offeror's preconstruction and construction teams and will have day-to-day responsibility for each phase of the Project, will be expected to participate and lead the interview presentations.
3. The interview will address the Offeror's qualifications, approach to this project, ability to furnish the required services and any other questions that may be included with the shortlist notification.
4. Interviews will include up to a 40-minute presentation by the shortlisted Offerors, with an additional 30 minutes for questions from the evaluation committee.
5. Electronic copies of interview presentations must be furnished to NAA at the time of the interview.

10. RFP Evaluation Process

- a. After submission of the RFP documentation and completion of the interview process, NAA's Selection Committee will reconvene to evaluate each Offeror and utilize the Scoring Matrix provided as Exhibit Q. The Selection Committee may adjust any of its prior scoring of the Step 1 RFQ based on new information obtained in the Step 2 RFP and interview process.
- b. The scoring of all Columns in the Scoring Matrix will be calculated and summarized for a final ranking.
- c. After the Offeror's scores are ranked, NAA will either:
 - i. Conduct negotiations with two or more of the offerors submitting the highest ranked proposals; or
 - ii. Should NAA determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- d. The Committee will make its recommendation on the selection of a construction manager to the Chief Executive Officer, or his or her designee, based on its evaluations and negotiations. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the RFP.
- e. The Authority will notify all offerors who submitted proposals which offeror was selected for the project. Alternatively, the Authority may notify all offerors who submitted proposals of the Authority's intent to award the contract to a particular offeror at any time after the Chief Executive Officer has selected the construction manager. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.

11. CMAR Selection, Negotiations and Modification of Contract Documents.

- i. NAA reserves the sole right to select the most qualified Offeror deemed to be in the best interests of NAA.
- ii. NAA may, at its option, conduct negotiations with the selected Offeror regarding any issues pertaining to details of contract performance, methods of construction, timing, assignment of risk in specified areas, preconstruction costs, the proposed CMR fee, Insurance and Taxes Fee, General Conditions Fee and other matters that may affect cost or quality, provided that the general work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the RFQ.
- iii. NAA will make such modifications to the form agreements as it may determine, in the exercise of its sole discretion, to correct any inconsistencies, ambiguities, or errors that may exist in the form agreements, and to clarify contract terms, including technical requirements and specifications, if any.
- iv. If, in the NAA's sole discretion, it determines that the highest ranked Offeror is not responsive to the negotiation process, or that the parties will be unable to reach a mutually acceptable agreement, the NAA may terminate negotiations with the Offeror. NAA will then initiate negotiations with the next highest ranked Offeror until NAA either successfully negotiates an agreement or cancels the procurement.
- v. Upon NAA's completion of successful negotiations with an Offeror, NAA will schedule the negotiated contract agreement for execution by the Chief Executive Officer, or his or her designee.
- vi. If the recommended Offeror is not able to execute the CMR contract agreement within 15 business days of receipt of the negotiated agreement, or such later date as NAA may authorize, NAA may enter into negotiations with the next chosen Offeror.
- vii. The CMR contract agreement is not binding on either party until the agreement is fully executed by both parties.

12. Representations, Conditions and NAA Requirements

- a. COMMUNICATION WITH NAA STAFF AND BOARD OF COMMISSIONERS AND REQUESTS FOR INTERPRETATION OF CLARIFICATION
 - i. All communications, of any nature with respect to this RFQ, shall be addressed to the Procurement Manager identified earlier in this RFQ.
 - ii. Offerors may not attempt to contact members of the NAA Board of Commissioners, or anyone associated with the implementation of the RFQ to discuss or ask questions about the contents of the RFQ, other than the Procurement Manager.
 - iii. Improper contact with NAA personnel or others may result in disqualification of Offeror.
 - iv. Unless specifically provided otherwise, communication limits do not apply to:
 - 1. Communications with the Authority Legal Affairs Department;
 - 2. Oral communications at the Pre-Solicitation Conference;
 - 3. Oral communications during an interview;
 - 4. Oral communications during any duly noticed Board meeting; and
 - 5. Communications relating to bid protests made in accordance with the Authority Bid Protest Policy.
- b. DUTIES AND OBLIGATIONS OF OFFERORS IN THE RFQ PROCESS
 - i. Interested Offerors are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting an RFQ.
 - ii. Offerors must perform their own evaluation and due diligence verification of all information and data provided by the NAA regarding this RFQ.
 - iii. NAA makes no representations or warranties regarding any information or data provided.
 - iv. Offerors are expected to promptly notify the Procurement Manager in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.
- c. ADDENDA AND QUESTIONS & ANSWERS
 - i. In order to clarify or modify any part of this RFQ, addenda may be issued and posted at the eVA and Builder's Exchange websites.
 - ii. Offerors must submit questions or requests for clarification or information in writing to the Procurement Manager by the due date for questions stated in the RFQ schedule.
 - iii. Questions and Answers not addressed through an addendum are solely for informational purposes and do not change any elements or aspects of the RFQ document.
- d. NO COLLUSION, BRIBERY OR CONFLICT OF INTEREST
 - i. By responding to this RFQ, the Offeror is deemed to have represented and warranted that its RFQ submittal is not made in connection with any competing Offeror submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud.
 - ii. Furthermore, the Offeror is deemed to have represented and warranted that it, any of its affiliates or subconsultants, or any employee of any of the foregoing, has not bribed, nor attempted to bribe, any NAA Staff, Authority Board Member, or other government official at the local, state or federal level, in connection with this RFQ.
 - iii. Offerors shall comply with all applicable NAA's policies and procedures.
- e. PUBLIC RECORDS.
 - i. Upon receipt by NAA, each RFQ becomes the property of NAA and is considered a Public Record except for material that qualifies as "Trade Secret" information under Virginia Law.

- ii. RFQs will be reviewed by the Procurement Manager, as well as other NAA staff members. After NAA has executed a contract with a selected respondent, the RFQ and RFP's will also be available to members of the public who submit public record requests.
 - iii. To properly designate material as a trade secret under these circumstances, each Offeror must take the following precautions:
 - 1. Each Offeror is to submit a single electronic copy (PDF) of the RFQ Response. Any trade secrets submitted by the Offeror should be segregated within the pdf and have a cover sheet denoting "Following pages contains Trade Secrets – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification Package."; and the same trade secret / confidentiality designation should be watermarked on each pdf page of the trade secret materials contained in the file.
 - 2. In providing an RFQ and RFP, each Offeror agrees that NAA may reveal any trade secret materials contained in such response to the Procurement Manager, all NAA staff and other individuals involved in the evaluation process and to any outside Company or third parties who serve on the Selection Team or who are hired by NAA to assist in the selection process.
 - 3. Furthermore, each Offeror agrees to defend, indemnify and hold harmless NAA and each of its employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the Offeror has designated as a trade secret.
 - 4. Any Offeror that designates its entire RFQ as a trade secret may be removed from consideration.
- f. COST OF RFQ PREPARATION
- i. NAA accepts no liability for the costs and expenses incurred by Offerors responding to this RFQ / RFP, in preparing responses for clarification, in attending interviews, participating in contract development sessions, or in attending meetings and presentations required for the contract approval process.
 - ii. Each Offeror that enters the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for the reimbursement from NAA for the costs and expenses associated with the procurement process.
 - iii. The RFQ and RFP does not commit NAA to pay any costs incurred by the Offeror prior to the execution of a final contract.
- g. NAA RESERVED RIGHTS AND OPTIONS
- i. NAA reserves the following rights, which may be exercised at the NAA's sole discretion:
 - 1. To Supplement, amend, substitute, withdraw or otherwise modify this RFQ at any time;
 - 2. To request substitutions of any key team member of the selected Offeror(s), including staff and subconsultants;
 - 3. To contact any Offeror or Sub-contractor Team Member if deemed desirable by NAA to obtain additional information, including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing;
 - 4. To conduct investigations with respect to the qualifications and experience of each Offeror;
 - 5. To waive any defect or irregularity in any RFQ/ RFP received, or any technicalities or informalities;
 - 6. To share the RFQ/RFP submissions with NAA employees other than the Evaluation Committee and other third parties engaged by NAA to participate in the selection process;

7. To award all, none, or any part of the scope of work set forth in this RFQ, that NAA determines to be in the best interests of NAA with or without re-solicitation;
 8. To discuss and negotiate with the selected Offeror any terms and conditions in the RFQ, including but not limited to financial terms;
 9. To enter into any agreement deemed by NAA to be in the best interests of NAA;
 10. To reject any or all RFQ submitted; and
 11. To re-advertise for Qualifications using this RFQ or a different RFQ or solicitation.
- h. OWNERSHIP OF WORK PRODUCTS
- i. NAA shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the Offeror pursuant to any contract under this RFQ / RFP, including without limitation, the right to copy, use, disclose, distribute, and make derivations of the work for any purpose or to assign such rights to any third party.
 - ii. The work shall be prepared in NAA's name, copyright, ownership and shall be the sole and exclusive property of NAA, whether or not the work contemplated therein is performed.
 - iii. NAA will grant the Offeror a royalty-free, nonexclusive license to use and copy the Work to the extent necessary to perform the contract.
- i. NO LOBBYING
- i. The Offeror certifies that it has not and will not pay any person(s) or organization(s) to influence or attempt to influence an employee or Airport Board Member of NAA in connection with obtaining a contract under this RFQ.
- j. COMPLIANCE WITH ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY LAWS AND REGULATIONS.
- i. Offerors must comply with all applicable federal, state and local anti-discrimination and equal opportunity statutes, regulations and executive orders.
- k. TITLE VI SOLICITATION NOTICE.
- i. NAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-7) and the Regulations, hereby notifies all offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- l. REASONABLE ACCOMMODATIONS
- i. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Authority as soon as possible.



Exhibit E:

Contractor's Insurance Requirements

Addendum #2: 08/22/2023

**NORFOLK AIRPORT AUTHORITY
CONSTRUCTION AND MAINTENANCE ON THE AIRFIELD**

CONTRACTOR'S INSURANCE REQUIREMENTS

- A. The CONTRACTOR shall purchase and maintain with an insurance company licensed and admitted to conduct business within the Commonwealth of Virginia with an A.M. Best Rating of at least "A" and a financial rating of at least "X" using the currently approved Commercial General Liability (CGL) insurance contract on an Occurrence Form; Workers' Compensation and Employers Liability; Business Automobile and Non-Owned and Hired Auto coverage; Pollution Liability if specified; in addition to an Employee Dishonesty Bond if specified that will provide protection from third-party negligence claims and employee dishonesty and the dishonesty of others for the CONTRACTOR's business operations as set forth below which may arise out of or be a result of the CONTRACTOR'S performance of the Work assumed by the CONTRACTOR, all Subcontractors or by any individual or company directly or indirectly employed, leased, rented, hired or used by the CONTRACTOR or Subcontractors or by any individual or company for whose acts the CONTRACTOR or Subcontractors may be liable.
- B. Commercial General Liability (CGL) Insurance, Business Automobile Insurance (BAP), Pollution Liability Insurance if specified, Workers' Compensation and Employers Liability Insurance (WC) to protect the CONTRACTOR, Subcontractors and the AUTHORITY from third-party, employee and volunteer liability claims for bodily injury, personal injury, property damage, products liability, completed operations, the use, loading and unloading of any licensed vehicles and the bodily injury, on site and off site pollution occurrences, occupational sickness or disease including death and disability benefits of the Virginia Workers' Compensation Act arising out of the CONTRACTOR's or Subcontractors completed work or work in progress for at least those limits illustrated below.

Each insurance policy will include the Commonwealth of Virginia's standard Notice of Cancellation requirement as reflected in all insurance policies with a minimum of 45-days notice of cancellation, non-renewal or material change in coverage, limits, deductibles, exclusions, terms and conditions and all other aspects of the placements that would have an affect on the insurance coverages. All changes are to be in an outline format and sent to the AUTHORITY's Executive Director at the AUTHORITY's Administrative Offices by Certified Mail. Copies of all Certificates of Insurance illustrating the minimum insurance requirements will be presented to the AUTHORITY within thirty (30) days of the start of any work under this contract and all insurance policy renewals will be presented to the AUTHORITY within thirty (30) days of the individual insurance policies renewal date.

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All insurance coverages will remain in force for at least one (1) year after the AUTHORITY has accepted the work or has made the final payment, whichever is later, and Certificates of Insurance will continue to be sent to the AUTHORITY to confirm the coverages are in place and are valid.

A Notice and Knowledge of Occurrence Endorsement will be included within the CGL contract along with the Per Project/Per Location Endorsement.

The Permission to Complete and Occupy wording will be included within the Builders' Risk policy.

Commercial General Liability

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$10,000
Retention or Deductible	None
Hold Harmless Agreement	Existence Stated in CGL Contract

Business Automobile

Liability	\$1,000,000
Medical Payments	\$5,000
Uninsured Motorist	\$1,000,000
Hired, Rented and Leased Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Retention or Deductible	None
Comprehensive Deductible	CONTRACTOR's Choice
Collision Deductible	CONTRACTOR's Choice

Workers' Compensation and Employers Liability

Workers' Compensation	Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters
Retention or Deductible	None

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Excess Third-Party Liability As Specified

General Aggregate	\$10,000,000
Products-Completed Operations	\$10,000,000
Each Incident Limit	\$10,000,000
Retention	\$10,000
Over and Above these Primary Placements:	
Commercial General Liability	
Business Auto Liability Including Hired and Non-Owned Auto Liability	
Employers Liability	

CONTRACTORS' Pollution Liability If Specified

Removed

Employee Dishonesty Bond If Specified

Removed

The insurance required will be included in the specific coverages and be written for not less than the limits of liability and coverages provided above or required by law, whichever is greater. The Commercial General Liability Insurance shall include Products and Completed Operations insurance on an Occurrence basis. All insurance listed within this Paragraph will contain a manuscript endorsement providing that the insurance coverage will not be cancelled or modified in any way without giving the AUTHORITY at least a 45-day written notice. This written notice will also be given to the CONTRACTOR, ENGINEER AND ARCHITECT.

CONTRACTURAL LIABILITY INSURANCE

The Commercial General Liability Insurance contract as required will include Contractual Liability Insurance applicable to the CONTRACTOR'S obligation.

ACCEPTANCE OF INSURANCE

If the AUTHORITY has any objection to the insurance coverages afforded by or to any other provision of the insurance required to be purchased and maintained by the CONTRACTOR on the basis that such insurance placements do not comply with this Article or the Supplemental Conditions, the AUTHORITY will notify the CONTRACTOR in writing thereof within 15 days of the start of any work. CONTRACTOR and AUTHORITY will

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discuss the objections and the situation will be negotiated between the two parties, with the AUTHORITY's Insurance Consultant, legal advisor, ENGINEER AND ARCHITECT, and/or Insurance Agent/Pool being included in the discussions and negotiations as necessary.

PARTIAL UTILIZATION

If the AUTHORITY finds it necessary to occupy or use a portion or portions of the Work prior to the Final Completion and Acceptance of all the Work, such use or occupancy may be allowed in accordance with the construction document provided that the use or occupancy shall commence after the Property Insurance Company providing coverage on the WORK has had the opportunity to consent by endorsement under the Permission to Complete and Occupy Endorsement of the Builders' Risk contract and the property insurance will not be cancelled or modified or allowed to lapse on account of any such partial use or occupancy.

INSURANCE

As outlined in the above the CONTRACTOR will maintain at their own expense all insurance as required in this agreement with the minimum limits and expanded coverage endorsements and wording as stated. The CGL, Business Automobile and Workers' Compensation placements will not be modified by removing any coverages granted by the standard Virginia approved Insurance Services Organization coverages or forms.

The CONTRACTOR and all Subcontractors will also do the following regarding the placement of insurance for the project:

The AUTHORITY, ENGINEER AND ARCHITECT are to be named as Additional Insureds for the Project.

ACORD Certificates of Insurance that are currently being utilized within the Commonwealth of Virginia are to be sent to the AUTHORITY within thirty (30) days of the start of the work and then thirty (30) days prior to the CONTRACTOR's individual insurance policies renewal dates for each year of the project and then for one year following the acceptance of the project by the AUTHORITY.

The ACORD Certificate of Insurance will illustrate the basic information and include the Project Name, Number and any other information within the Description of Operations/Locations/Vehicles remarks section to clarify the project's name, number and location.

Certified Copies of the Commercial General Liability (CGL); Business Auto Policy (BAP); Workers' Compensation and Employers Liability (WC); Excess Liability (Umbrella); and the Builders Risk contracts (if any) are to be sent to the AUTHORITY within thirty (30) days of the start of any work by electronic transmission. Copies of these insurance contracts are to be sent to the AUTHORITY upon their renewal dates by electronic transmission in addition to the ACORD Certificates of Insurance. All endorsements, warranties, etc. that are included within the insurance contracts are to be attached and included.

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Builders' Risk Property insurance will be secured by the CONTRACTOR and shall be on either an "All Risk" or "Special Causes of Loss" form and shall insure against any and all perils of physical direct loss to the property, excepting the normal exclusions in the form, and including while in transit and property stored on and off site, collapse, damage from faulty workmanship, damage from faulty materials, damage from freezing, surface water, flood, earthquakes, mudslides, theft, vandalism, malicious mischief, false-work, acts of terrorism by foreign operatives, soft costs, demolition, increased cost of construction, the operation of building laws, debris removal, temporary buildings and trailers, underground pipes, flues, property while in transit and other real property placed below the ground, testing and startup of the completed work and shall cover compensation for the damages on a Replacement Cost Basis for the Full Replacement Cost of the Real and Personal Property of the Project both above and below ground. The Builders' Risk policy will include coverage for reasonable compensation for the ARCHITECT's, ENGINEER's and CONTRACTOR's services and expenses required as a result of a direct physical loss to the insured property.

The Named Insured will include the CONTRACTOR, AUTHORITY, ARCHITECT and ENGINEER.

The property being constructed or modified will be included along with materials and equipment which are stored on or off site for the full Replacement Cost of the damaged, stolen or lost real and personal property.

The CONTRACTOR will be responsible for all damages over and above a minimum of \$1,000 per occurrence of loss or damage covered by the property insurance provided by the CONTRACTOR. However, the CONTRACTOR will be totally responsible for all loss or damage arising from theft, malicious mischief, vandalism and domestic terrorism in addition to any and all tools and equipment of the CONTRACTOR or Subcontractor and suppliers of any tier. Higher damage assumptions can be selected by the CONTRACTOR.

Any Loss of Use of the Property will be covered for 100% of its Lost Income and include any Extra Expense exposures for at least \$500,000. The final amount of the payment will be between the AUTHORITY and the CONTRACTOR's insurance carrier. The AUTHORITY will inform the CONTRACTOR of the amount of loss income or extra expense for twelve months after the property damage.

Boiler and Machinery coverages of the AUTHORITY will automatically apply to the work if necessary and at the option of the AUTHORITY. The Boiler and Machinery coverages will include the AUTHORITY, CONTRACTOR, ENGINEER AND ARCHITECT as additional insureds for the work being performed.

HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify and save harmless the AUTHORITY, ENGINEER and ARCHITECT and their officers, agents and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description either caused directly or indirectly from the work brought or recoverable against the CONTRACTOR or AUTHORITY or by reason of any act or omission of the

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CONTRACTOR, his agents or employees, in the execution of the work or in consequence of any negligence or carelessness arising out of the work and resulting in any bodily injuries, property damages and personal injuries arising out of the work being performed.

The CONTRACTOR shall assume all risk and bear all loss or injury to real or personal property or persons occasioned by the CONTRACTOR's neglect or accident during the progress of work until the work shall have the completed and accepted by the AUTHORITY. CONTRACTOR shall also assume all responsibility for the direct and indirect physical loss by reason of neglect or violation of any state laws, federal laws, municipal laws, codes, regulations or orders to the property of others. The CONTRACTOR shall give to the proper authorities all required notices relating to the work; obtain all official permits and licenses; and pay all proper fees. The CONTRACTOR shall accept responsibility and make repairs regarding any direct or indirect damages that may have occurred to any adjoining buildings, structures or utilities arising out of the work being performed.

SAFETY AND SECURITY RULES AND REGULATIONS

The CONTRACTOR and all Subcontractors shall abide by and follow all AUTHORITY, TSA, FAA, LOCAL, STATE AND FEDERAL laws, guidelines, rules and regulations pertaining to Safety and Security while operating on the Airport during the term of the work.



Exhibit R:

Construction Services Fees

Addendum #2: 8/22/2023

<p align="center">CONSTRUCTION SERVICES FEES (CMR FEE, INSURANCE% FEE, & 100% PERFORMANCE AND PAYMENT BOND)</p>		NOTES
A	CONSTRUCTION MANAGER AT RISK FEE, (this rate is used, all inclusive, for the entire project, excludes pre-construction costs above)	<p><u>Does not apply to Pre-Construction Services</u></p> <p>(INSERT FEE IN PERCENT FORMAT)</p>
B	Insurance %	<p><u>Does not apply to Pre-Construction Services</u></p> <p>(INSERT FEE IN PERCENT FORMAT)</p>
C	100% PERFORMANCE AND PAYMENT BOND	<p><u>Does not apply to Pre-Construction Services</u></p> <p>(INSERT FEE IN PERCENT FORMAT)</p>



FIS

EXHIBIT "R.2"

CONSTRUCTION SERVICES FEES (CMR FEE, INSURANCE% FEE, & 100% PERFORMANCE AND PAYMENT BOND)		NOTES
A	CONSTRUCTION MANAGER AT RISK FEE, (this rate is used, all inclusive, for the entire project, excludes pre-construction costs above)	<u>Does not apply to Pre-Construction Services</u> (INSERT FEE IN PERCENT FORMAT)
B	Insurance %	<u>Does not apply to Pre-Construction Services</u> (INSERT FEE IN PERCENT FORMAT)
C	100% PERFORMANCE AND PAYMENT BOND	<u>Does not apply to Pre-Construction Services</u> (INSERT FEE IN PERCENT FORMAT)



Request for Qualifications and Proposal for Construction Manager at Risk (CMR) for Norfolk International Airport (ORF) Concourse A Expansion and FIS

Offeror's Questions & Answers

<u>Question #:</u>	<u>Date Received:</u>	<u>Issued in Addendum #X:</u>	<u>Offeror's Question:</u>	<u>Answer:</u>
1	8/7/2023	1	Daily Jobsite hours?	ORF is a 24 hr facility and is open 7 days a week.
2	8/7/2023	1	Holiday Black-Out Dates during which no construction is permitted?	Black-Out dates for holiday may or may not apply based on the contractors ability to maintain access to all existing gates. This topic will be discussed further with the organization that is awarded the CMR contract.
3	8/7/2023	1	Access routes and time constraints for workers & deliveries in both the terminal and onto tarmac?	Access routes will vary based on the activities. The airport is 24 hours 7 days a week therefore there aren't any time constraints, as long as airport traffic is not obstructed. It is expected that the contractor and subcontractors follow Airport Security requirements for entering all secure areas at all times.
4	8/7/2023	1	Will any existing gates be closed during construction, specifically the two at the end of the terminal?	All gates will need to remain operational unless a new gate is constructed and turned over to Airport Operations with this project to temporary replace the closed gate.
5	8/7/2023	1	Is there a maximum crane height?	The maximum height is 150ft.
6	8/7/2023	1	Location for Contractor/Subcontractor parking?	Contractor/Subcontractor parking will be located at the Permit parking lot.
7	8/7/2023	1	Will escorts be required for any situations? If so, does ORF provide?	Escort will be required. Escorting will be the responsibility of the Contractor. ORF does not provide escorting.
8	8/7/2023	1	How long does it take to move through the security clearance process and receive a badge?	This process varies slightly, but most badges take about 14 days.
9	8/8/2023	1	Is there a preferred format for questions related to the edits to the AIA A133 Contract, AIA 201 General Conditions, and AIA insurance exhibit? Would it be sufficient to identify the particular terms and a proposed general suggestion to address the concern?	Please submit all questions via email, list out by numbering each question you have. If you have specific questions related to contracts, please address the concern by asking a question, simply providing a statement not in the form of a question is not acceptable.
10	8/10/2023	2	Will a full time site safety and a full time quality control person be required for the project?	The Quality and Safety Managers can hold other roles within your organization but should be identified as part of your submittal.

Question #:	Date Received:	Issued in Addendum #X:	Offeror's Question:	Answer:
11	8/10/2023	2	In the RFQ, page 16, Item 2 requests the experience and references of the Offeror's proposed key individual team members all be within a maximum of 12 pages. Item 5 states each resume should be limited to 2 pages per person. Are these items the same therefore 2 pages per person all within 12 pages or are they different? We want to ensure we are keeping within the correct page limits.	Item 2 request documentation relative to three (3) projects that were worked on by staff you are proposing to have execute this project. Site specific relatable projects. As part of the write up note which staff worked on it. It's of less benefit to the Owner if your firm did the project, but none of the staff you are proposing worked on it. Item 2 is requesting documentation describing those past projects including narrative and references not exceeding 12 pages. Item 5 is more standard individual staff resume's. 2 pages per staffer. Item (2) is about projects, Item (5) is staff.
12	8/10/2023	2	In the RFQ, page 15, it notes the DBE goal needs to be obtained through participation of VADOT certified companies, however the presentation included in addendum 1 states companies must be certified through DMBE or MWAA. Can you clarify if companies can be DMBE or MWAA certified and do not need to be VADOT certified?	DBE companies must be registered thru the Virginia Department of Small Business & Supplier Diversity program. The Virginia Unified Certification Program includes DSBSD and MWAA.
13	8/10/2023	2	Is there any 3D model content that you would be able to share with us?	There will not be any 3D model content shared at this time.
14	8/10/2023		Would it be possible to laser scan the existing building?	This may be an option after the short list has occurred and the option for scanning has been made available to all shortlisted contractors.
15	8/15/2023	2	Addendum 1, Question 4, was answered that all gates shall remain operational during Concourse A Expansion. Please confirm this only applies to gates 1-9 and all of Concourse B gates.	All existing gates on Concourse A and Concourse B are to remain operational during the expansion of Concourse A. This includes gates 1-9 on Concourse A.
16	8/15/2023	2	Please provide the site access gate and travel route information for contractors to use during construction for materials and personnel traffic.	Access gates for construction material and personnel will be discussed in the future when there is a short list of qualified CMAR group.
17	8/18/2023	2	Criterion 5, #4 indicates providing a project schedule for design and construction. Because little phasing and building specifics are provided in the RFQ (especially for the FIS Facility), please confirm that the committee will not evaluate the construction schedule on overall project durations. Please confirm that the evaluation will be for the offeror's ability to understand and complete the work at each area.	Specific overall project durations will not be evaluated. Offerors are demonstrating their approach and timing to development of a GMP, and early release packages and procurements, and demonstrating methods in which the project may be phased to expedite the project or better maintain operations.
18	8/18/2023	2	Please confirm that dedicated Quality and Safety Managers are not a requirement for construction of either phases.	The Quality and Safety Managers can hold other roles within your organization but should be identified as part of your submittal.
19	8/18/2023	2	Please confirm that if the Offeror is shortlisted then the Offeror will be provided the scoring for all of the RFQ Criterion for their submission.	The Authority will not provide shortlisted firms scoring results after Step 1.
20	8/18/2023	2	Who is the intended end user for the additional Concourse A gates? American Airlines? Southwest Airlines? Allegiant?	At this time, the gates are to be common use on the Concourse A Expansion.
21	8/18/2023	2	Ken Weeden & Associates evaluation on the DBE requirements was based on the Federal DBE Regulations (49 CFR Part 26). Addendum 1 indicated that the DBE Certification Agencies are MWAA and the DMBE. Please confirm that a DBE can be certified by either MWAA or DMBE and not both.	DBE companies must be registered thru the Virginia Department of Small Business & Supplier Diversity program. The Virginia Unified Certification Program includes DSBSD and MWAA.
22	8/18/2023	2	Please advise which gate(s) are intended to be used for inbound International Flights after the completion of the new FIS Facility.	Gate 1 will be used for international flights.