



CHEYENNE REGIONAL AIRPORT BOARD
Airport Administration

Request for Proposals #RFP-AES-2022-1

AIRPORT CONSULTANT

for

CHEYENNE REGIONAL AIRPORT

REQUEST FOR PROPOSALS (RFP)
#RFP-AES-2022-1

Contract Manager: Kyle Malacina
 Email Address: kmalacina@cheyenneairport.com
 Telephone Number: 307-421-5332

Proposals must be received no later than:

June 10, 2022, at or before 2:00 p.m. local time.

Proposals received after this date and time will not be considered for award.

The Cheyenne Airport Board only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed Package with the following on the outside of the envelope:

- Company Name
- RFP Title
- RFP Number
- Due Date and Time
- Business and Operations Manager Name

Package must include:

- **20 Page Maximum, 12 point font**
- One Original Proposal, identified as “Original”
- 5 (five) Copies of Proposal, one marked for public viewing
- One Copy of Proposal on a USB Stick – Include both original and public viewing versions, if applicable

Deliver proposals to:

Cheyenne Airport Board
 Airport Administration
 4000 Airport Parkway
 Cheyenne, WY 82001

Mail proposals to:

Cheyenne Airport Board
 P.O. Box 2210
 Cheyenne, WY 82003

Schedule of Events (subject to change)	All times are given in local Wyoming time
RFP Issued	April 27, 2022
Pre-Proposal Conference	May 2, 2022, at 10:00 a.m., via ZOOM. See below for meeting information.
Inquiry Deadline	May 31, 2022
Final Addendum Issued	June 3, 2022
Proposal Due Date and Time	June 10, 2022 at 2 p.m.
Interviews (tentative)	TBD if necessary
Notice of Award (tentative)	July 2022

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B	Proposal Acknowledgement
C	Certification Regarding Lobbying
D	Certification Regarding Debarment, Suspension and Responsibility
E	Non-Collusion Certificate
F	Verification of Minimum Qualifications
G	Certification Regarding Tax Delinquency and Felony Convictions
H	Trade Restrictions Certification

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The Cheyenne Regional Airport is owned and operated by the Cheyenne Regional Airport Board. The Airport is a public-use airport created to finance, construct, develop, operate, and maintain aviation and other related facilities and services. The Board's primary operating responsibility is to promote and maintain safe, secure, efficient, and economical air transportation for the benefit of the community, the surrounding region, and air transportation industry. The Cheyenne Regional Airport Board is hereby requesting proposals from qualified, on-call professional architectural and/or engineering consulting services in Wyoming to assist with projects at the Cheyenne Regional Airport.

The Cheyenne Regional Airport has numerous projects coming forward in the next five years. Some of these projects are financed by State and FAA grant programs and others are financed by the airport itself. Projects over the course of the next five (5) years include, but are not limited to the following:

1. Convert Existing Old Terminal to GA Terminal
2. Air Traffic Control Tower Rehabilitation
3. Acquire and Install Passenger Boarding Bridge on Commercial Service Terminal
4. On-call services

This consultant selection process and contracting will be in accordance with FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

B. Overview

The Cheyenne Airport Board is soliciting Statements of Qualifications and Experience from consulting firms to provide project specific as well as on-call professional architectural and engineering services for the Cheyenne Regional Airport's Capital Improvement Program and in-house, non-grant eligible projects.

Other projects or services to be considered under this RFP as part of the Airport's 5-Year Capital Improvement program as approved by the Cheyenne Airport Board and Federal Aviation Administration include the following:

1. Architectural services
2. Environmental and Stormwater consulting services
3. Demolition of Abandoned Buildings
4. Hangar development
5. General civil and electrical engineering services
6. Equipment acquisition
7. Survey Services and Property Acquisition

This RFP will be a two-step process. The first will be an evaluation of firms' qualifications and experience. The second will be to negotiate a firm scope of services and associated fair and reasonable pricing from the top-rated firm.

C. Goals

The Board is seeking proposals from qualified firms or individual practitioners to provide project specific as well as on-call professional architectural/engineering consulting services to the Cheyenne Regional Airport Board. Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Qualifications (“RFQ”).

SECTION II. STATEMENT OF WORK

A. Scope of Services

Contractors shall be required to provide architectural and engineering services to include, but not limited to the following areas:

- All projects identified by the Cheyenne Airport Board.

Contractors shall be required, on behalf of the Cheyenne Airport Board, to apply for and receive Federal Aviation Administration Airport Improvement Program, Entitlement grant funding. Contractors shall also be required on behalf of the Cheyenne Airport Board to apply for and receive State of Wyoming, Division of Aeronautics discretionary grant funding. The grants received as a result of these efforts shall be used to fund projects and pay for services related to the listed projects.

The projects listed above are scheduled to begin in the year 2022, under the Airport's 5-Year Capital Improvement Plan. All design and engineering services must be performed/provided in accordance with Federal Aviation Administration guidelines, and the selection process shall be in accordance with FAA Advisory Circular 150/5100-14E.

B. Period of Award

The Board's intent is to enter into a contract with a qualified firm to provide on-call professional architectural services, subject to the approval of the Cheyenne Regional Airport Board, for the services outlined in this RFQ for an initial period of one (1) year, with options exercisable by the Board to renew for up to four (4) additional consecutive one-year terms. However, this intent does not commit the Board to award a contract to any Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The Board reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFQ if it is in the best interest of the Board to do so; (b) award one or more contracts to one or more qualified Respondents if necessary, to achieve the objectives of this RFQ and if it is in the best interest of the Board to do so. The Board maintains the option to expand these types of services to other Board projects, departments, and divisions as needed.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The Cheyenne Airport Board's Business and Operations Manager listed herein is to be the sole point of contact concerning this RFP. **Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.**

B. Official Means of Communication:

All official communication from the Cheyenne Airport Board to offerors will be via e-mail to a specified holders list. The Business and Operations Manager will e-mail notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings. In addition, communications may be sent to attendees of the pre-proposal conference, if any, via fax or email.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: kmalacina@cheyenneairport.com
Subject Line: RFP-AES-2022-1

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Business and Operations Manager of such matters immediately upon discovery.

D. Insurance:

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the Cheyenne Regional Airport Board as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$1,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Wyoming requirements. Contractor must provide Cheyenne Airport Board with proof of EMPLOYER'S LIABILITY coverage with limits of at least \$500,000.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The Cheyenne Airport Board shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the Cheyenne Airport Board with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Business and Operations Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the Cheyenne Airport Board.

G. Responsibility Determination:

The Cheyenne Airport Board will make awards only to responsible vendors. The Cheyenne Airport Board reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the Cheyenne Airport Board's Business and Operations Manager. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto.

With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.

J. Confidential/Proprietary Information:

The Cheyenne Airport Board neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. All proposals will be confidential until a contract is

awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Business and Operations Manager provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Business and Operations Manager will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Business and Operations Manager listed in this RFP.

Procedure:

1. The offeror will submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the offeror will black out all text and/or data that it wishes to be considered confidential and denote the information as “proprietary” or “confidential”.
2. A written description will accompany the “FOR PUBLIC VIEWING” copy of the proposal identifying the material that the offeror is considering proprietary or confidential. Specific reasoning as to why each item is to remain confidential, *other than* recitation of a specific state or federal statute, is required.
3. Where an offeror has submitted a “FOR PUBLIC VIEWING” version of their proposal, that version will be open to the public while the other copies of that offeror’s proposals will be maintained as confidential material.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Business and Operations Manager, and not given further consideration.

K. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation:

The Cheyenne Airport Board reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award:

In the event only one (1) responsive proposal is received by the Cheyenne Airport Board, the Cheyenne Airport Board reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract:

The contract will be in accordance with FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

O. RFP Response/Material Ownership:

All material submitted regarding this RFP becomes the property of the Cheyenne Airport Board unless otherwise noted in the RFP.

P. Incurring Costs:

The Cheyenne Airport Board is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies:

The Cheyenne Airport Board reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the Cheyenne Airport Board in the current term or in any future terms.

R. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases:

Neither the Cheyenne Airport Board, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the Cheyenne Airport Board's behalf is provided by the Business and Operations Manager.

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:

(a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
(b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Cheyenne Airport Board's Business and Operations Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

U. Taxes:

The Cheyenne Airport Board is exempt from all federal excise taxes and all Wyoming State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds:

Financial obligations of the Cheyenne Airport Board payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the Cheyenne Airport Board.

X. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The Cheyenne Airport Board may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the Cheyenne Airport Board.

Agents and employees of Contractor or Consultant working in Cheyenne Regional Airport Board facilities shall present a clean and neat appearance. Prior to performing any work for the Cheyenne Regional Airport Board, Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Unlawful Employees, Contractors and Subcontractors:

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

Z. Verification Regarding Illegal Aliens:

Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Wyoming Department of Labor & Employment.

AA. Limitation Regarding E-Verify Program:

Contractor shall not use either E-verify or Wyoming Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

BB. Duty to Terminate a Subcontract; Exceptions:

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

1. Notify the subcontractor and the Cheyenne Airport Board within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

CC. Duty to Comply with State Investigation:

Contractor shall comply with any reasonable request of the Wyoming Department of Labor and Employment made in the course of an investigation.

DD. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the Cheyenne Airport Board may be entitled to for a breach of this Contract, if the Cheyenne Airport Board terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Cheyenne Airport Board.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the Cheyenne Airport Board's discretion, render the proposal non-responsive.

Offerors shall submit in a sealed package:

- One (1) Original Proposal, identified as "Original"
- 5 (five) Copies of Proposal
- One Copy of Proposal on a USB Stick – Include both original and public viewing versions, if applicable
- One Public Viewing Proposal, if desired, identified as "Public Viewing" (see Section III, J for information)

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The Cheyenne Airport Board only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the Cheyenne Airport Board of Cheyenne's Contract Administrator on or before the proposal opening date and time.

The outside of the package will include the following information:

- Company Name
- RFP Number
- Due Date and Time
- Business and Operations Manager Name
- RFP Title

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the Cheyenne Airport Board will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- D. Company Information.**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
 2. Identify the year in which your company was established and began providing consulting services.
 3. Financial Information
 - i. Publicly owned or Not for Profit Organizations: Financial history of the company covering the last three years. Submit a Consolidated Balance Sheet for the most recent year prepared by an independent certified public accountant in accordance with generally accepted accounting principles. The Board reserves the right to request additional information during the proposal review process.
 - ii. Privately Held Companies: Total gross revenues of the company for each of the last three years. The Board reserves the right to request additional financial information during the proposal review process.
 4. Functions and location of your nearest regional office to the Board. Identify the locations of your company's headquarters.
 5. Describe any pending plans to sell or merge your company.
 6. Any conflicts of interest that may affect the Board's potential selection of, or entering into an agreement with, your organization, e.g., your organization is bidding on or currently holds an agreement with another airport in close proximity, a relative of any employee of the Respondent works for the Board, etc.
 7. Any disputes or litigation as a result of service provided for the Board, either through a direct contract with the Board or as a subcontractor to another entity contracting with the Board.
 8. Provide a comprehensive listing of all the services you provide.
- E. Qualifications of the firm, including experience and background of the firm and key management individuals.**
1. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
 2. List the names of the subcontractors you expect to use, the services to be provided by the

subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.

3. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with Cheyenne Airport Board staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.
4. Describe the methods and timeline of communication your firm will use with the Cheyenne Airport Board's project manager, other involved Cheyenne Airport Board staff, and other interested parties.

F. Recent experience with airport projects comparable to the proposed projects at Cheyenne Regional Airport.

1. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:
 - a) company name
 - b) contact name
 - c) phone number
 - d) email address
 - e) brief description of project scope and value
 - f) status of project.

The Cheyenne Airport Board reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

G. Familiarity with Cheyenne Regional Airport, local construction conditions, and proposed projects.

1. Discuss your familiarity with Cheyenne Regional Airport, local construction conditions.
2. Highlight your experience in the specific types of projects listed in Section II, Scope of Services.

H. Illegal Alien Certificate. This required form is included as Attachment A.

I. Proposal Acknowledgement. Include this form as provided in Attachment B.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. If the Cheyenne Airport Board requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

Total scores will be tabulated, and negotiations to develop a firm scope of services and associated price will be initiated with the top-ranked firm. Should those negotiations fail, the Cheyenne Airport Board shall

terminate those negotiations and invite the second-ranked firm to negotiate.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the Cheyenne Airport Board in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

- Qualifications of the firm, including experience and background of the firm and key management individuals.
- Recent experience with airport projects comparable to the proposed projects at Cheyenne Regional Airport.
- Familiarity with Cheyenne Regional Airport, Wyoming Aeronautics, FAA ADO, local construction conditions, and proposed projects.

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

The Cheyenne Airport Board awards contracts to responsible vendors only. The Cheyenne Airport Board reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The Cheyenne Airport Board defines a “Responsible offeror” as one who has “the capability in all respects to perform fully the contract requirements, and the Cheyenne Airport Board, perseverance, experience, integrity, reliability, Cheyenne Airport Board, facilities, equipment, and credit which will assure good faith performance.” The Cheyenne Airport Board reserves the right to request information as it deems necessary to determine an offeror’s responsibility. If the offeror fails to supply the requested information, the Cheyenne Airport Board shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

**ATTACHMENT A
ILLEGAL ALIEN CERTIFICATE**

FROM: _____
(Prospective Contractor)

TO: CHEYENNE AIRPORT BOARD OF CHEYENNE

Project Name _____

RFP Number _____

As a prospective contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under this contract and that I (we) will participate in the E-verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Wyoming Department of Labor & Employment program in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2022.

Prospective Contractor _____

By: _____

Its: _____

Title

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____,
(Title of party signing) (Name of corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, 2016.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

**ATTACHMENT B
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers ___ through ___.

The offeror hereby certifies that the following purchasing preferences apply:

_____ Offeror is a “Local Business” where local means an active business that has: (1) an unrevoked Cheyenne Sales and Use Tax License, (2) a physical location with at least one employee operating legally within the Cheyenne Airport Board limits, and (3) is not delinquent in any payment or filing obligation related to Cheyenne Airport Board taxes. *Offeror status will be verified by Cheyenne Airport Board staff.*

_____ Offeror is a “Small Business” which means a local business with 35 or fewer employees.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Vendor’s Tax ID Number (FEIN)

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

Cheyenne Airport Board, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

The offeror is organized as a (corporation, partnership, etc): _____

If a corporation, the state where it is incorporated: _____

ATTACHMENT C

CHEYENNE REGIONAL AIRPORT BOARD

4000 Airport Parkway, Cheyenne, WY 82001

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, Loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61. Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 920 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award of documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission***

ATTACHMENT D

CHEYENNE REGIONAL AIRPORT BOARD

4000 Airport Parkway, Cheyenne, WY 82001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by and Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission***

ATTACHMENT E

CHEYENNE REGIONAL AIRPORT BOARD

4000 Airport Parkway, Cheyenne, WY 82001

NON-COLLUSION CERTIFICATE

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person, submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission***

ATTACHMENT F

CHEYENNE REGIONAL AIRPORT BOARD

4000 Airport Parkway, Cheyenne, WY 82001

VERIFICATION OF MINIMUM QUALIFICATIONS

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief, they meet the following Minimum Qualification Requirements:

1. Be an experience firm that can demonstrate having a broad background and extensive experience, no less than (10) years, in the field of Architectural Services for FAA Airport Improvement Program (AIP) Grant funded projects and other federally and state funded airport projects.
2. Be able to comply with all pertinent FAA Advisory Circulars, Orders, and Regulations that relate to FAA AIP Grant funded projects.
3. Have no record of unsatisfactory performance with the FAA or other public entities. Firms who are or have been seriously deficient in current or recent contract performance, in the absence of circumstance properly beyond the control of the firm, shall be presumed to be unable to meet this requirement.
4. Have the ability to maintain adequate files and records of completed projects and meet statistical reporting requirement.
5. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

I hereby affirm under the penalties of perjury this ____ day of _____, 2022 that the forgoing statement is true.

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission***

ATTACHMENT G

CHEYENNE REGIONAL AIRPORT BOARD

4000 Airport Parkway, Cheyenne, WY 82001

**CERTIFICATION OF RESPONDENT REGARDING TAX DELIQUENCY AND FELONY
CONVICTIONS**

The Respondent must complete the following two certification statements. The Respondent must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The Respondent agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The Respondent represents that it () is not a corporation that has any unpaid Federal liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting tax liability.
2. The Respondent represents that it () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If a Respondent responds in the affirmative to either of the above representations, the Respondent is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The Respondent therefore must provide information to the owner about its tax liability or conviction to the Peninsula Airport Commission, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18. U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

I hereby affirm under the penalties of perjury this ____ day of _____, 2022 that the foregoing statement is true.

Company: _____
 By: _____
 Print Name: _____
 Title: _____

****This document must be completed & returned with proposal submission***

ATTACHMENT H
CHEYENNE REGIONAL AIRPORT BOARD
4000 Airport Parkway, Cheyenne, WY 82001
TRADE RESTRICTION CERTIFICATION

By submission of a proposal, the Respondent certifies that with respect to this solicitation and any resultant contract, the Respondent-

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representatives (USTR);
2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Respondent/Contractor must provide immediate written notice to the Cheyenne Regional Airport Board if the Respondent/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Respondent or subcontractor

1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. Who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Respondent agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, unless Respondent has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Cheyenne Regional Airport Board cancellation of the contract or subcontract for default at no cost to the Cheyenne Regional Airport Board or the FAA.

I hereby affirm under the penalties of perjury this ____ day of _____, 2022 that the foregoing statement is true.

Company: _____
By: _____
Print Name: _____
Title: _____

****This document must be completed & returned with proposal submission***