



## REQUEST FOR QUALIFICATIONS/EXPERIENCE STATEMENTS ENGINEERING SERVICES

The COUNTY OF HANCOCK is seeking to retain the services of a consultant, or consultants, experienced in the practice of airport engineering advisory services in the State of Maine, as a multi-year Airport Engineer.

The COUNTY OF HANCOCK must receive qualification and experience statements no later than **2:00 p.m. local time on May 8, 2025** to be eligible for consideration. Statements shall be submitted in a single sealed envelope/package, clearly marked "Request for Qualifications for Engineering Services at the Hancock County – Bar Harbor Airport." Electronic submittals will be accepted. Complete packages must be delivered to:

Mr. Leroy Muise, Airport Manager  
Hancock County – Bar Harbor Airport  
115 Caruso Drive  
Trenton, Maine 04605  
Phone: (207) 667-7329

Submittals delivered after the deadline will not be considered. All questions shall be directed in writing to Mr. Leroy Muise (e-mail [lmuisse@bhairport.com](mailto:lmuisse@bhairport.com)) and must be received by 2:00 p.m. local time on April 17, 2025. All questions will be answered by 2:00 p.m. local time on May 1, 2025 and posted on the Airport's website at [www.bhairport.com](http://www.bhairport.com). It will be the proposer's responsibility to check the referenced websites for any new amendments.

### I. GENERAL INFORMATION

The COUNTY OF HANCOCK is seeking the services of an Airport Engineering consultant. Interested firms should respond to this request on or before the time due for submission.

The sponsor reserves the right to select multiple firms under this selection. If multiple firms are selected, project assignments will be made at the time of selection. Firms must clearly state in their cover letter the services or projects for which they would like to be considered. All development work that results from the planning work completed under this selection will not be contracted under this selection as a new procurement action will be required.

Following the receipt of the qualification and experience statement, a review committee shall evaluate the statements and select a firm or, at the discretion of the review committee, select a short list of firms to interview. Emphasis in selecting a consulting firm shall be placed on the firm's qualifications and experience in projects similar to those which the COUNTY OF HANCOCK anticipates undertaking.

In order to be considered responsive, eight (8) bound paper copies of the statements or an electronic submission must be submitted to Mr. Leroy Muise, Airport Manager, Hancock County – Bar Harbor Airport, 115 Caruso Drive, Trenton, Maine 04605, no later than 2:00 p.m. on May 8, 2025. Statements must be limited to 20 pages (20 single sided, or 10 double sided), size 12-point font including references and resumes of key personnel. Covers, cover letter, table of contents, and dividers (if used), are not included in the 20-page limit. Statements shall be submitted in a single sealed envelope/package, clearly marked "Request for Qualifications for Engineering Services at the Hancock County – Bar Harbor Airport."

The COUNTY OF HANCOCK reserves the right to accept or reject any or all Qualification Statements received as a result of this request, or to cancel in part or in its entirety this Request for Qualification, if it is in the best interest of the COUNTY OF HANCOCK to do so.

Selection Schedule:

- Post RFQ..... April 10, 2025
- Question to RFQ Due..... April 17, 2025(2 pm)
- Question Answered..... May 1, 2025
- Proposals Due..... May 8, 2025 (2 pm)
- Interview Dates (if held)..... May 19, 2025- May 23,2025
- Award Contract..... June 2025

**II. GUIDELINES FOR PROSPECTIVE CONSULTANTS**

Prospective consultants must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance
- B. Have the necessary experience, organization, technical and professional qualification, skills and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a demonstrated satisfactory record of performance

### III. STATEMENT PREPARATION

In order to facilitate evaluation of the qualifications and experience statement, interested consultants are instructed to follow the outline below. Statements that do not follow the outline, or do not contain the required information may be considered as unresponsive proposals. In rating the proposals, the County will weigh each section according to the percentages listed.

- A. **Experience:** provide a list of previous and current contracts, if any, awarded by a municipality and/or government agency within the past 5 years which are considered similar in scope of services discussed herein; information shall include contract duration with dates, services performed, and contracting agency name, address and telephone number for verification purposes. (25%)
- B. **Ability to Perform:** demonstrate an understanding and familiarity with projects of the type outlined herein or similar contracts developed by listing all previous Airport Planning and Engineering Advisory programs of comparable type, which they have prepared or supervised within the last five (5) years. (25%)
- C. **Key Staff Members:** identify the staff client manager and key project managers that will be assigned to work with the COUNTY OF HANCOCK; one-page resumes shall be included for each of the key individuals. (20%)
- D. **Local Knowledge:** demonstrate familiarity with the Hancock County – Bar Harbor Airport and its aviation support systems. (20%)
- E. **Company Background Material:** pertinent information concerning the background, experience, and reputation of the firm. (5%)
- F. **References:** submit along with the above information three (3) work related job references. (5%)

#### **IV. PROGRAM BACKGROUND**

The County of Hancock owns and operates the Hancock County – Bar Harbor Airport (BHB) located in Trenton, Maine. The airport facilities include a 5,200' by 100' paved runway (Runway 4-22) with a full parallel taxiway, and a 3,364' by 75' paved runway (Runway 17-35) along with a network of various taxiways and aprons. The primary runway has high intensity runway lights (HIRLs) and a MALSF approach lighting system to Runway 22. BHB currently has scheduled air carrier service to Boston Logan Airport with Cape Air. The airport owns and maintains a nearly 10,000 square foot terminal building, an Aircraft Rescue Fire Station, and a Maintenance building. The Airport leases land to various FBO and private hangar tenants as well.

#### **V. FUTURE AIRPORT PROJECTS**

Anticipated future projects for the Hancock County – Bar Harbor Airport may include, but are not limited to:

- A. Obstruction Removal
- B. Acquisition of Snow Removal Equipment (Rotary Broom Sweeper)
- C. Rehabilitate upper/terminal Apron
- D. Airfield Pavement Markings
- E. Pavement rehabilitation/reconstruction (rehab 4-22- mill/fill)
- F. Airport Airfield Pavement Marking
- G. Rescue Fire Fighting Equipment (ARFF Truck)
- H. Replace gates and portions of perimeter security/wildlife fence (Approx. 7,900LF)
- I. Airport Airfield Pavement Marking and crack seal
- J. Rehabilitate Taxiway A and Apron

In addition, the airport's current Capital Improvement Plan (CIP) is included in the table that follows.

2026	SRE Sweeper -CDS being applied for	\$1,200,000
2026	Obstruction Clearing - Construction Only	\$400,000
2026	Rehabilitate Upper/Terminal Apron -(TWA-20 PCI=62)	\$450,000
2026	Pavement Remarking (Maintenance) - all airport	\$300,400
2027	Pavement Rehabilitation / Reconstruction (Rehab 4-22 -Mill/Fill) PCI=70	\$2,750,000
2027	Rehabilitate Taxiway H -(TWH-10/20 PCI=64)	\$800,000
2028	Pavement Remarking (Maintenance) - all airport	\$300,400
2028	Replace gates and portions of perimeter security/wildlife fence (Approx. 7,900LF)	\$1,100,000
2029	ARFF Truck	\$1,300,000
2030	Pavement Remarking & Crackseal (Maintenance) - all airport	\$363,500
2030	Rehabilitate Taxiway A & apron -(TWA-30 PCI=30)	\$1,000,000

## VI. CONTRACT AWARD

Any contract entered into by the COUNTY OF HANCOCK shall be in response to the proposal and subsequent discussions. The award shall be based on the criteria described herein.

## VII. INDEMNIFICATION AND INSURANCE

The successful Consultant selected shall agree to indemnify and hold the COUNTY OF HANCOCK harmless from claims, demands, suits, causes of action and judgments arising from the Consultants performance, including claims of professional malpractice or negligence.

The above referenced indemnity shall be in addition to and as a complement to the required contract provisions for federally-funded contracts contained in the most recent version of the State of Maine Department of Transportation's Airport Consultant General Conditions and the most recent version of the related Supplement to these Consultant General Conditions. The Airport Consultant General Conditions may be found at <http://www.maine.gov/mdot/cpo/airport/>.

## VIII. CERTIFIED DBE

### **Disadvantaged Business Enterprise:**

Contract Assurance (49 CFR § 26.13) The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: 1) Withholding monthly progress payments; 2) Assessing sanctions; 3) Liquidated damages; and/or 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29 – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors. Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) – The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Termination of DBE Subcontracts (49 CFR § 26.53(f) – The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. [Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53. Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime

contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

MaineDOT Certified Disadvantaged Business Enterprise **(DBE) consultants are encouraged to apply as the prime consultant for this work.** It is important that DBE Firms take advantage of this RFQ to at least gain entry to the MaineDOT Prequalification List for transportation project related services. Non-DBE Firms shall ensure that DBE's have the maximum opportunity to participate in the performance of any project contract in accordance with MaineDOT current requirements for DBE utilization. Firms certified by another state's transportation agency must be certified by MaineDOT.

Current requirements may be found at the MaineDOT website, "Certified Disadvantaged and Women Business Enterprise" directory available at:

<http://www.maine.gov/mdot/civilrights/dbe.htm>, or by contacting:

**Maine Department of Transportation  
Civil Rights Office  
16 State House Station  
Augusta, ME 04333  
Tel#: 207-624-3066  
Fax#: 207-624-3021**

## **IX. Title VI of the Civil Rights Act**

### Title VI Solicitation Notice:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## X. Misc.

The following Provisions/Clauses apply:

Civil Rights – Title VI Assurance

49 USC § 47123

FAA Order 1400.11

Debarment and Suspension

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200 DOT Order 4200.5

Executive Orders 12549 and 12689

Lobbying and Influencing Federal Employees

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 FR Part 20, Appendix A

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **Trade Restriction Certification**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror – 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 Representative (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 the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/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 an Offeror 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 Offeror 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 it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror 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 Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.