

**QUESTIONS AND ANSWERS REGARDING  
MSCAA PROJECT 23-1472-01  
Consolidated Rental Car Facility (ConRac) - CMAR Services**

<p>1.</p>	<p>RFQ 3. Corporate Information/Responsive to Proposals - Item C This requirement requires that we provide evidence of our firm’s financial capacity to bond the project.</p> <p>Can the evidence (letter of bondability) be excluded from the 30-page count limitation?</p>
	<p>Yes, evidence of bonding capacity can be excluded from the 30-page submittal limit.</p>
<p>2.</p>	<p>RFQ 9. DBE Forms / Attachment C - DBE Requirements - On page 3, under Identification of Contract Goal and Requirements, the DBE goal established is 0%.</p> <p>Can you please omit the DBE Forms requirement since there is no set DBE goal?</p>
	<p>The DBE forms in Attachment C must be filled out and included with the submittal.</p>
<p>3.</p>	<p>The RFQ for CMAR services for the ConRAC indicates that there will be Federal funds involved in this work. Could you please verify that this is correct? In past ConRACs we have been involved in, the projects are typically funded through rental fees. If Federal funds are involved, it will trigger a number of lengthy Federal requirements on the project.</p> <p>There is no federal funding (FAA Airport Improvement Program) for this project.</p> <p>However, there are still federal requirements that must be met on all projects regardless of funding source. See Attachment D – Contract, Exhibit H – FAA REQUIRED CONTRACT PROVISIONS – ALL CONTRACTS. The section titled FAA REQUIRED CONTRACT PROVISIONS – AIP CONTRACTS <u>will not</u> apply to this project.</p>
<p>4.</p>	<p>Will Specification sections 00 and 01 be provided prior to the SOQ due date of July 2, 2024?</p>
	<p>No. Specifications Sections 00 and 01 will not be provided as part of this RFQ. They will be finalized during design and become part of the construction bidding documents. The template sections can be shared to the selected respondent as part of contract discussions.</p>
<p>5.</p>	<p>CM Agreement, Section 4.19. Please confirm that the Airport Authority will provide coverage under their OCIP General Liability policy for damage to Airport property arising out of the CM’s work and CM shall only be responsible for the deductible to the extent the damage is caused by the CM.</p>
	<p>Damage to Owner’s property by the CM would be insured under the Owner’s Property Insurance Policy. There will be further discussion on this topic, as needed, with the selected contractor prior to contract execution.</p> <p>There will be opportunity during contract negotiations (i.e. prior to contract execution) for clarification of all contract and/or OCIP related items.</p>

6.	<p>CM Agreement, Section 11.2 (f). Absent and agreement between the Owner and CM on a change to the Contract, the Owner may issue a written Constructive Change Directive to the CM directing the CM to proceed with the change in the Work. Will the Airport Authority consider amending this provision to allow the CM to stop work on additional Change Directives if, in the aggregate, the amount of issued Change Directives exceeds a mutually agreed upon amount? As an alternative, will the Airport Authority consider reimbursing the CM as the changed work progresses rather than waiting for a determination of final cost?</p>
	<p>See #13 for requests for contract modifications.</p>
7.	<p>CM Agreement, Section 5.4. In the event of an Excusable Delay, the CM sole an exclusive remedy is a time extension "for any damages regardless of the cause of such delay". Since "damages" is not a defined term in the CM Agreement, please clarify if the CM is allowed to recovery its Cost of Work, and the subcontractors Cost of Work, related to such Excusable Delays?</p>
	<p>This contract provision allows for time only for excusable delays. The extension of time is the sole remedy for any damages (i.e. regardless of type).</p> <p>See #13 for requests for contract modifications.</p>
8.	<p>CM Agreement, Section 4.14 (a). Will the Airport Authority consider changing the CM's obligation to correct defective work from "immediately" to "promptly correct or commence to correct and diligently pursue correction thereafter"?</p>
	<p>See #13 for requests for contract modifications.</p>
9.	<p>CM Agreement, Section 6.12 (a). Will the Airport Authority consider adding language that allows for exclusions to the waiver and release of all claims which the CM may then have to account for any claims that are still pending a decision?</p>
	<p>See #13 for requests for contract modifications.</p>
10.	<p>CM Agreement, Section 7.4. Please confirm that the CM is only responsible for Owner furnished equipment or fixtures to the extent such items are insured under the project's Builders Risk insurance.</p>
	<p>Free Issue Materials would be insured by the Builder's Risk Insurance. There will be further discussion on this topic, as needed, with the selected contractor prior to contract execution.</p> <p>There will be opportunity during contract negotiations (i.e. prior to contract execution) for clarification of all contract and/or OCIP related items.</p>

# MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

MEMPHIS, TENNESSEE



11.	<p>CM Agreement, Section 19.1. Will the Airport Authority consider amending the CM's indemnity obligation to exclude any negligence of any Indemnitee and be limited to claims of third parties to the extent of CM or members of its group?</p>
	<p>See #13 for requests for contract modifications.</p>
12.	<p>RFQ Attachment D - Page 128 Exhibit E Performance Bond. The current bond language in the RFP has brought up concerns with sureties and may prohibit the ability to get a bondability letter. In order to alleviate these concerns, will the Memphis Shelby County Airport Authority allow minor changes to the current bond language or utilize the AIA A312 bond forms, which may be modified to meet the Authority's needs?</p>
	<p>It is the intent of MSCAA to utilize the current Performance Bond language included in Attachment D.</p> <p>See #13 for requests to contract modifications.</p>
13.	<p>Is the Memphis Shelby County Airport Authority open to modifications to the contract? If we have any qualifiers for the contract, should those be included with our proposal, submitted at the time of interview, or discussed at the time of selection?</p>
	<p>It is the intent of MSCAA to utilize the contract as included in this RFQ as Attachment D. Any requested changes or exclusions to the contract will be discussed as part of negotiations with the selected contractor. At the time of selection, we will request the contractor to provide a list of any proposed contract changes or exclusions and will be part of contract negotiations. In the event an agreement cannot be reached, discussions will cease, and MSCAA will contact the next-ranked contractor.</p>
	<p style="text-align: center;"><b>Questions are listed as submitted; company names are withheld. This Includes Questions received through June 19, 2024.</b></p>