



## **300 - Procurement of Professional Services**

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### **General (12/24/13)**

This supplemental guidance assists Sponsors with the procurement of professional services under the FAA Airport Improvement Program (AIP).

Engineering costs are allowable for AIP participation only if they represent the minimum costs necessary to complete the project. The FAA project manager will review Sponsor engineering costs to determine:

- a) Reasonableness of costs – Based upon Sponsor cost/price analysis
- b) Necessity of Costs – based on direct need in accomplishing the project work.

Costs the PM deems unreasonable or not necessary are not eligible. The determination of necessity includes an assessment of duplicate costs, corrective actions and costs associated with errors and omissions.

We caution sponsors that failure to adhere to AIP procurement requirements can also result in the disallowance of engineering costs that would otherwise be allowable. This includes failing to conduct their selection processes in a fair and open manner or making the selection based upon costs.

### **Limitations of Use**

Users of this guide shall note the obligation for any required action addressed within this guidance originates within applicable Federal directives such as United States Code (USC), Public Law (PL), Code of Federal Regulations (CFR) and official FAA policies. The supplemental information provided in this guidance does not establish additional requirements for participation in the AIP. In the event there is a discrepancy between this guidance and current AIP policy, AIP policy shall always take precedence.



## 310 - Procurement Requirements and Standards for A/E Services

### Federal Requirements (8/30/13)

Federal Statute 49 USC 47107(a) and Title IX of the Federal Property and Administrative Services Act of 1949 serve as the enabling statute that establishes the authority for requirements associated with procurement of professional services for Federal contracts and Federally assisted grants.

Federal Regulation 49 CFR Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements) establishes the rules and requirements Sponsors must comply with in order to qualify for AIP participation in costs associated with their professional services agreement.

### AIP Standards (8/30/13)

FAA Advisory Circular 150/5100-14d establishes the official FAA standards for Sponsor procurement of professional services. Sponsor compliance with this Advisory Circular assure conformance with 49 CFR Part 18, 49 USC 47107 and Title IX. Applicable sections of Advisory Circular 150/5100-14d are noted herein.

### Sponsor Procurement System (8/30/13)

Per 49 CFR Part 18.36(B), sponsors shall use their own established procurement procedures, which reflect applicable state and local laws/regulations.

However, as a condition of AIP eligibility, Sponsors must also comply with applicable Federal laws and regulations as established by 49 CFR Part 18.36. This includes but is not limited to the following:

- Grantees must maintain a contract administration system that will ensure performance in accordance with the terms and conditions of their contract(s).
- Grantees remain solely responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues that arise from their procurement action.
- Grantees must maintain a written code of standards of conduct that assures their procurement actions are free of individual and organizational conflict of interests, real or apparent.
- Grantees must maintain adequate records that fully document their procurement action.

- Grantees shall avoid using time and material (T&M) type contracts unless they can demonstrate no other allowable contract type is suitable. The use of T&M contracts requires FAA concurrence.
- Grantees remain responsible for the settlement of all contractual and administrative issues arising from their procurement (i.e. Federal agencies may not substitute their judgment for that of a grantee unless the matter is primarily a Federal concern).
- Grantees shall have an established written procedures that address protests and disputes that arise from their procurement action and contract agreements.

### Consultant Selection - Chapter 2 (8/30/13)

To remain eligible under the AIP, Sponsors must base their selection of an architect/engineering (A/E) upon qualifications and experience.

AIP policy prohibits A/E selections based on cost information or cost proposals. Sponsors that chose to base their selection using cost information jeopardize AIP participation in the engineering costs. To assure AIP eligibility, Sponsors should not address fee information for the intended services until they complete the qualification based selection process.

Grantees must also conduct their selection process in manner that ensures fair and open competition. The Sponsor's selection process must be void of any unfair or unethical conduct. Sponsors should not enter into the selection process with a pre-selection mentality.

The FAA will not offer any endorsement or judgment of any firm. Please refrain from asking the FAA project manager about their opinions on any A/E firm.

Sponsors may at their discretion contact previous airport clients to discuss that airport's experience with a specific consultant firm.

### Conflicts of Interest (8/30/13)

Conflicts of interest, real or apparent, discredit the integrity of the Sponsor's procurement action by introducing bias and unfair competitive advantage.

Even the presence of an apparent conflict of interest is contrary to the Sponsor's requirement to conduct their procurement actions in a manner that provides



full and open competition. Such situations jeopardize AIP participation in the costs associated with the contract.

In general, conflicts of interests fall within two categories:

- 1) **Personal Conflict of Interest** – This occurs when an employee, officer, agent or family member thereof has financial or other interest in a firm that is seeking a contract with the Grantee’s organization.
- 2) **Organizational Conflict of Interest** – This occurs when a firm seeking a contract has:
  - Lack of impartiality in carrying out services
  - Impaired objectivity in carrying out services
  - Unfair access to project information
  - Established bias by offering gratuities, favors or gifts prior to a Sponsor’s procurement action

To assure AIP eligibility, Sponsors should be vigilant in making sure their procurement actions are free of both types of conflict-of-interests. Such occurrences may not always be readily apparent to the Sponsor’s employees.

Firms seeking employment may occasionally offer to assist the Sponsor, free of charge, with the development and preparation of a statement-of-work for a proposed future procurement action. While such an offer may seem enticing to an employee of the Sponsor, such an action would be an organizational conflict of interest if the firm providing the assistance also pursues selection for the work.

Even if the firm receives nominal compensation for the preparation of the statement-of-work, an apparent conflict of interest exists since a reasonable person could perceive the firm had unfair access to additional project information.

To assure fair and open competition, it is best to incorporate contract controls that prohibit the firm who prepared the needs statement (i.e. Statement of work) from seeking employment for the services they assisted the Sponsor with preparing.

**AIP Eligibility (8/30/13)**

Conformance with the standards of AC 150/5100-14 is a condition of AIP eligibility. Sponsors that fail to adhere to the applicable requirements ultimately jeopardize AIP participation in the costs associated with engineering services.

To limit actions that may lead to a subsequent ineligible determination, we strongly encourage Sponsors to contact the FAA project manager **prior to soliciting** for professional services.

This coordination is beneficial towards establishing limits of AIP participation and will provide assurance that the specific projects listed in the Request for Qualifications (RFQ) coincide with the projects listed in the FAA’s Airport Capital Improvement Plan.

We also encourage Sponsors to seek FAA review of their engineering agreement prior to execution to make sure the statement of work is appropriate and to verify the agreement incorporates all applicable Federal clauses.

**RESOURCES**

**Advisory Circulars**

- [AC 150/5100-14](#): Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects

**Regulations/Policy**

- [49 CFR Part 18](#): Uniform Administrative Requirements for Grants and Cooperative agreements.
- [40 USC Chapter 11](#): Federal Statute for Selection of A/E Service as established by the Brooks Law (PL 92-582)
- [49 USC 47107](#): Federal Statute for Project grant application approval conditioned on assurances about airport operations
- [FAA ORDER 5100.38C](#): AIP Handbook (Refer to Chapter 9)

**Forms**

Sponsor Certification For Selection of Consultants: [MS Word](#) | [pdf](#)



## 320 - Roles and Responsibilities

### Professional Services

#### Involved Entities (8/30/13)

The process of selecting a professional consultant and establishing an agreement for services typically involves four entities;

1. Sponsor
2. Prospective consultants
3. Independent estimator
4. FAA project manager

Of these entities, the Sponsor maintains the most prominent role. The sponsor is the contractual authority for establishing and administering their contract agreements and is responsible for all contractual matters, including evaluation and award of contract, resolution of claims and disputes, and settlement of litigation issues.

Sponsors should note that Federal Regulation 49 CFR Part 18.36 prohibits Federal Agencies from substituting their judgment for that of the grantee.

- The FAA will not offer any judgment or endorsement of a firm seeking employment with the Sponsor.
- The FAA will not act on the behalf of the Sponsor by conducting a cost analysis for the purpose of determining a fair and reasonable fee.

#### Roles and Responsibilities (8/30/13)

The typical roles and responsibilities for each entity involved in a selection of a consultant are as follows:

##### Sponsor's Roles and Responsibilities

- The sponsor is the contractual authority for establishing and administering contract agreements and is responsible for all contractual matters including:
  - Evaluation and award of contract,
  - Resolution of claims and disputes,
  - Settlement of litigation issues
- The Sponsor must conduct all procurement actions in a manner that ensures free and open competition, conforming to professionally accepted selection procedures and is void of unfair or unethical conduct.

- The sponsor should routinely review and update their DBE program to reflect the reasonable availability of qualified DBE firms for subcontracting opportunities associated with the desired professional services.
- The sponsor shall explicitly identify all projects they intend to address under the agreement within the solicitation.
  - Sponsors must only identify specific projects that they can reasonably accomplish within five years of the initial date of the contract.
  - The solicitation must adequately define the proposed project as opposed to using a general scope of services (e.g. “Re-construct Taxiways Bravo and Delta” instead of “all future airfield paving projects”).
- The sponsor shall publicly solicit broad interest for qualified firms using public announcements, newspaper advertisements and direct mailings.
- The sponsor shall base their selection solely on qualifications and capabilities and avoid any consideration of fee and cost information until after they make a selection.
- Prior to receipt of qualifications from prospective consultants, the Sponsor must establish a selection board comprised of knowledgeable persons that will objectively evaluate the qualifications of those firms that submit interest in the desired services.
- The selection board shall develop fair and reasonable selection criteria and a rating system prior to soliciting for interested firms.
- Using the rating system, the selection shall identify a short list of firms for additional consideration and then issue those firms a request for proposals.
- The selection evaluates each firm’s general proposal and as applicable, interviews each firm.
- The selection board ultimately makes a determination of the most qualified firm using the results of their proposal evaluation and any interviews that they conduct.
- The Sponsor must fully document their selection actions by preparing a report that



details the extent of the review, selection considerations and final recommendation.

- The Sponsor and the selected firm establish a detailed scope-of-work that clearly defines the required services.
- Using the detailed scope of work, the Sponsor shall enter in negotiations with the selected firm to determine a fair and reasonable cost for the services (49 CFR Part 18.36) and to establish contract type.
  - a. For all contracts, Sponsor's must negotiate profit as a separate element of cost.
  - b. For contracts expected to exceed \$100,000, Sponsor must obtain an independent estimate to serve as an aide in conducting their fee analysis and determining equitable fee for services. (Refer to appendix "F" of AC 150/5100-14D for a sample fee estimate format)
  - c. For contracts less than \$100,000, the Sponsor may accomplish the fee evaluation by one or more of the following
    - Written determination of fair and reasonable fee based on a review by a knowledgeable person and based upon previous business experience.
    - Comparison with a Sponsor prepared fee estimate
    - Written comparison with previous contracts of similar nature
- The Sponsor must prepare a record of negotiations that sufficiently documents their entire selection process, negotiation phase, rationale for contract type and fee analysis. (The Sponsor must make this document readily available upon request by the FAA).
- The sponsor shall submit the agreement, the sponsor certification, record of negotiations and the fee analysis to the FAA project manager for an eligibility determination.

**Consultant**

- Respond to Sponsor's RFQ with understanding that fee information is not a consideration in the selection process.
- Make good faith efforts to seek participation of qualified DBE firms.
- If selected, assist with developing a detailed scope of services

- Prepare a derivation of fees that itemizes direct labor costs, indirect costs, profit and direct expenses.
- Negotiate in good faith a fair and reasonable fee for services.
- Assist with preparation of contract documents that incorporate all required Federal provisions.
- Assist the Sponsor with establishing appropriate contract type and acceptable methods of payment (e.g. cost-plus-fixed fee or fixed-lump sum)
- Avoid all forms of cost-plus-percentage-of-cost agreements payment methods.
- Provide evidence that applied labor and general administrative overhead expenses are certified by an audit and comply with provisions of [48 CFR PART 31, Contract Cost Principles and Procedures](#)
- Provide the services required in the contract

**Independent Estimator's Role**

- Review detailed scope-of-services and request clarification of uncertain work items as necessary.
- Prepare an independent estimate in the recommended format (Appendix F, AC 150/5100-14) that exhibits a fair and impartial assessment of estimator's opinion of reasonable fees.
- Furnish to the Sponsor the fee estimate along with a copy of fee derivation.
- SIGN and DATE the independent cost estimate
- Refrain from discussing man-hours or fee information with the selected consultant.
- Refrain from entering into Sponsor's negotiation phase.

**FAA's Role**

- The FAA's role in a Sponsor's consultant selection is essentially limited to reviewing the sponsor's procurement action for the purpose of determining eligibility with the AIP.
- The primary basis for FAA eligibility acceptance is the receipt of the Sponsor self-certification. The cursory review by the FAA project manager serve as random check to verify the Sponsor's certification statement responses.
- Provide advice and counsel to the Sponsor regarding eligibility matters



### **Limitations of FAA Actions (8/30/13)**

The FAA is not a party to the Sponsor's contract. Any review and approval action by the FAA project manager is solely for a determination for AIP eligibility.

- FAA review and approval does not constitute a review for legal sufficiency.
- FAA approval does not constitute acceptance of any latent discovery of ineligible work or associated costs.
- FAA approval does not represent an endorsement of selected firm.

### **RESOURCES**

#### **Advisory Circulars**

- [AC 150/5100-14](#): Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects

#### **Regulations/Policy**

- [48 CFR Part 31](#): Contract Cost Principles and Procedures
- [49 CFR Part 18](#): Uniform Administrative Requirements for Grants and Cooperative agreements.

#### **Forms**

Sponsor Certification For Selection of Consultants: [MS Word](#) | [pdf](#)



## 330 - Selection Guide

### Professional Services

#### Standards for Consultant Selection (8/30/13)

This guide summarizes the typical steps required in a selection process for professional consultants for project funded under the AIP. Advisory Circular 150/5100-14d serves as the official FAA standard for consultant selection. The information provided herein supplements guidance provided in the Advisory Circular. In the event there is a discrepancy between this guidance and current AIP policy, AIP policy shall take precedence.

#### Qualification Based Selection (8/30/13)

[Ref. Para. 2-1]

To remain eligible under the Airport Improvement Program, Sponsors must base their selection of a professional consultant on experience and qualifications. Cost information must not be a factor in the selection process, thus Sponsors should not request cost information in the solicitation request. This requirement applies to both the informal and formal processes.

Sponsors shall advertise through various means to solicit broad interest from qualified firms for the purpose of obtaining statements of qualifications from all interested firms. The Sponsor then evaluates the submitted statements of qualifications, ultimately resulting in the selection of the best-qualified firm. Identification of the detailed scope of work and the negotiation of fair and reasonable fee may proceed only after the sponsor has made a selection for the most qualified firm.

#### Selection Types (8/30/13)

In general, there are types of selection processes available for use by a Sponsor.

1. Non-competitive (less than \$10,000)
2. Informal (up to \$100,000)
3. Formal (over \$100,000)

Each of these types of selection has use-limitations. Please consult with your project manager if you have questions regarding what selection type is appropriate for your particular situation.

#### Non-Competitive Selection (8/30/13)

[Ref. Para. 2-9c]

Sponsors may use a non-competitive selection process for incidental professional services only if the resulting

contact does not exceed \$10,000. Sponsors may use this type of selection for such services as:

- Appraisal Services
- Property Surveys
- Legal Services
- Independent Cost Estimates

Sponsors may not use the non-competitive process for the purpose of acquiring project design services. Please consult with the FAA project manager prior to using a non-competitive selection.

#### Informal Procedures (8/30/13)

[ref. Para. 2-9]

For projects in which the consultant fee is **not** expected to exceed \$100,000, the Sponsor may use an informal procedure to select a consulting firm. This type of selection is best suited for small scale, single project selections. Under the informal procedure, the sponsor may simply contact a minimum of three firms to ascertain qualifications and capabilities. Following a comparative evaluations, the Sponsor may proceed with negotiations with the best-qualified firm.

The option of using informal procedures **does not** represent approval to use sole source selection or to preclude any interested firm from submitting their qualifications. Sponsors should refrain from actions that interested firms may construe as exclusionary. This includes limiting the three firms to one firm with known airport experience and two firms with no known airport design experience or purposely excluding a firm that has shown interest.

The use of an informal selection procedure does not preclude the Sponsor's requirement to conduct either a price or cost analysis for the resulting contract. Sponsors must also negotiate profit as a separate element of price.

Sponsors must fully document their informal procurement action. As a minimum, this record should document the following elements:

- Name of firms contacted
- Method of solicitation
- Basis for final selection
- Scope of services
- Fee evaluation (Price or Cost analysis)
- Rationale for contract type (LS, CPFF)

Please consult with the FAA project manager prior to utilizing the informal selection process.



**Formal Solicitation (8/30/13)**

[Ref. Para 2-3]

Sponsors must use a formal selection procedure when:

- Engineering fees are expected to exceed \$100,000 (includes both design and construction service)
- When the selection addresses multiple projects.
- Whenever the FAA project manager requests the formal process.

The focus for the remainder of this supplemental regional guidance is the formal procedure.

**1. Identification of Work :**

[Ref. Para. 2-6.b]

The Sponsor must first identify the specific project or projects for which professional services are required. Sponsors should keep the following in mind:

- a. The FAA does not typically guarantee the availability of Federal funds at this stage. The official notice of the receipt of Federal funds is the Congressional Release. The sponsor should make all prospective consultants aware that the initiation of a work authorization is contingent upon future receipt of Federal funds.
- b. Because of the current FAA requirement to base grants on defined costs as opposed to estimates, we expect Sponsors to incur preliminary costs such as engineering expenses prior to any commitment of an AIP grant. This can result in the sponsor carry such costs for several months before reimbursement is possible. We strongly encourage early coordination with the FAA project manager at this point to avoid misdirected work that the FAA subsequently declares ineligible for AIP participation.
- c. We strongly encourage Sponsors to separate the solicitation of a planning/environmental consultant from that of a development type consultant. This is mainly due to the inherent differences between the services required of a planning/environmental project versus that of a development project and the potential for excluding firms that do not offer both planning and design services. This also allays conflict-of-interests concerns that could arise from a single firm developing capital improvement project as part of the planning effort and then carrying out design and

construction phase services for projects they assisted the Sponsor with establishing.

- d. The scope of work is by necessity, broadly defined at this point. Detailed refinement of the scope of services typically occurs after completion of the selection process. However, the Sponsor should sufficiently define the scope of the project work to allow prospective firms the ability to fully understand the character and scale of the project. The scope of work must be specific as opposed to generic. (e.g. "Rehabilitate taxiway Bravo" as opposed to "Rehabilitate Airfield pavements").
- e. Sponsors may identify multiple projects within one solicitation with the intent of issuing future work authorizations as funding becomes available. Sponsor must **explicitly** identify all such specific projects within the original solicitation. The Sponsor should only include projects they can reasonably accomplish within the next five years.
- f. We caution Sponsors about the meaning of the 5-year limitation. This limitation **does not** mean any project that happens to materialize over the next 5 years. Their selection only addresses the specific projects they identify in the original RFQ solicitation. If the Sponsor identifies a new project during the 5 year period, they will need to initiate a separate selection for the new work. If AIP eligibility is desired, the selected consultant shall not have a role in developing the statement of work for services they may ultimately enter into a contract with the Sponsor. Sponsors should not use general project descriptions to circumvent this limitation.
- g. If a Sponsor desires to incorporate non-eligible work within the same solicitation, identify all such work as non-Federal participation.

**2. Establishment of Selection Board:**

[ref. Para. 2-5]

The Sponsor shall assemble a selection board consisting of a minimum of three persons who are knowledgeable of the project(s) and the type of services that are required. The selection board is responsible for reviewing all submitted statements of qualifications. The board subsequently evaluates and rates each firm.



We recommend that one or more members have a technical background in the type of development work they are considering to undertake. Complex and intricate projects may require additional selection board members who are knowledgeable in specific areas. To maintain the integrity of the board, persons who have an expressed or implied conflict of interest must not be included on the selection board. Board members must approach this duty in a clear and objective manner that is free of pre-selection mentality and any conflict of interest.

**3. Selection Criteria:**

[ref. Para. 2-7]

**Prior** to soliciting for prospective consultants, the selection board must develop applicable criteria that they later use to comparatively rate all firms that express an interest.

The board should develop a numerical rating system for each criterion. The numeric rating assigned to a particular criterion should be proportional to the importance of that criterion in accomplishing the intended project services. Sponsors should avoid assigning high emphasis on a particular criterion that would have little impact (compared to other criteria) on the project. The criteria should include but not be limited to the following:

- a. Firm's capability to perform
- b. Firm's Experience in similar projects
- c. Professional qualifications of key personnel
- d. Implementation of Affirmative Action Plan
- e. Personnel Capabilities
- f. Current Workload
- g. Ability to meet schedules
- h. Ability to meet budgets
- i. Past projects of similar nature
- j. Knowledge of FAA Standards & Policies
- k. Demonstration of understanding of the project(s)
- l. Capability to furnish qualified inspectors
- m. Participation by DBE firms

**4. Solicitation**

[ref. Para. 2-2 and 2-8.c.]

Sponsors shall solicit for interested firm in a

manner that promotes fair and open competition. Sponsors must avoid exclusionary practices that prospective parties may construe as compromising fair and open competition.

Sponsors should undertake measures that assure broad circulation of their intent to hire a professional consultant. Acceptable measures include utilizing public announcements, local and regional advertisements, online plan holder websites and trade journal announcements.

Sponsor may send solicitations directly to firms known to have expertise in the area of the proposed project. Sponsor should also take affirmative steps to notify small and minority owned businesses of the potential federally funded work.

The request for qualifications (RFQ) should include as a minimum the information listed below.

- a. Description of the services that are required;
- b. Description of the specific proposed project(s);
- c. Location of the proposed project(s);
- d. Estimate of how long services will be required;
- e. Estimated range of cost for the proposed construction development work;
- f. Request for experience and qualifications;
- g. Description of how the selection will be made;
- h. Notification that the contract will be subject to applicable Federal Provisions

Some prohibitions associated with the RFQ solicitation include:

- Sponsors may not purposely exclude firms that have known experience in similar work.
- The RFQ must not solicit cost information nor should the consultant include such information in their submittal.
- While geographical preferences may be a selection criterion, it cannot be an absolute requirement.



**\*SAMPLE ADVERTISEMENT\***

*The following is a suggested format a Sponsor may use as a starting point when developing their solicitation for engineering consultants. Its use is not mandatory. We caution Sponsors, they remain responsible for all aspects of their procurement action, including preparation and content of their request for qualifications.*

**NOTICE TO AIRPORT CONSULTANTS**

The City of < **Name of Sponsor**> is hereby soliciting statements of qualifications and experience from qualified consultants for airfield development projects at <**Name of Airport**>. Subject to future receipt of Federal funding under the FAA Airport Improvement Program (AIP), these projects may include the following:

1. *Rehabilitate runway 12/30 (6,000' X 150'), reconstruct and extend parallel taxiway system, including lighting and signage.  
 Estimated construction cost of development: \$4,500,000*
2. *Extend runway 18/36 (1000' X 150') including parallel taxiway system and safety area grading.  
 Estimated construction cost of development \$2,800,000*

The required services include, but are not limited to; engineering services for preliminary, design, bidding and construction phases and incidental special services including geotechnical and surveying.

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14d will be utilized to select the most qualified firm. Fee information will not be considered in the selection process and must not be submitted with the statement of qualifications.

Selection Criteria will include:

- Recent experience in airport projects
- Capability to perform all aspects of project,
- Ability to meet schedules within budget
- Knowledge of FAA AIP design and construction standards
- Experience with FAA AGIS Surveys
- Quality of previous airport projects undertaken
- Personnel experience and qualifications.

Fees will be negotiated for projects as federal funds become available.

Prospective Consultants are advised that applied overhead rates must conform to the cost principals established within Federal Regulation 48 CFR Part 31, *Contract Cost Principles and Procedures*. The successful firm will be required to submit a copy of their current overhead rate audit certification.

This contract is subject all applicable Federal Provisions that include:

- Title VI of the Civil Rights Act of 1964
- Section 520 of the Airport and Airway Improvement Act of 1982
- DOT Regulation 2 CFR Part 180 & 1200 – Government-wide Debarment and Suspension
- DOT Regulation 49 CFR Part 18.36(i) - Access to Records
- DOT Regulation 49 CFR Part 20 - Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 -Disadvantage Business Enterprises Participation
- DOT Regulation 49 CFR Part 30 - Federal Trade Restriction Clause

Interested firms must submit three copies of their statement of qualifications and experience to the following address, no later than < **Time and Date**>< **Point of Contact and Address**>



**5. Selection**

[ref. Para. 2-8]

After receiving the Statements of Qualifications, the selection committee proceeds with evaluating and rating the qualifications in each firm’s submittal. The committee compiles results of each firm's ratings. At this point, the committee should typically establish a short list consisting of the top three rated firms. The Sponsor then proceeds with notifying the unsuccessful firms of their non-selection.

The sponsor should now request detailed proposal information from each shot listed firm. The proposal should address the specific qualifications, capabilities, and performance as it relates to the proposed projects listed in the original RFQ. The magnitude and complexity of a project will dictate the extent of this phase. Basically, the short listed firms should demonstrate their approach to fulfilling the necessary services for identified project work.

Sponsors typically conduct personal interviews at this point. For relatively small and simple projects, a telephone conference call may be sufficient. If conducting formal interviews, we recommend that each firm prepare a detailed proposal identifying key personnel, proposed typical schedule, technical design approaches, and construction budget cost controls. The proposal will typically serve as the basis for the actual interview.

During this phase, Sponsors should keep in mind the following:

- The FAA will not offer nor render any judgment or endorsement of any firm's past performance or capabilities.
- The FAA will not participate in the selection process.
- Sponsors must strictly avoid reviews or discussions of cost/pricing information. This includes hourly rates and overhead rates.
- Sponsors may contact past clients of the firms to establish or confirm the quality of past performance.

Using the combined information obtained in the evaluations, the firm's proposals and the respective interviews, the selection board should convene to reach a consensus on which firm they

believe is best qualified to accomplish the services for the intended work.

**6. Documentation**

[ref. Para. 2-8.n]

The Sponsor must prepare a record that provides a clear and concise account of their procurement action. The record should include:

- Factors used to rate firms
- Name of firms that submitted qualifications
- Ranking of firms
- Results of Proposal evaluation (interviews)
- Basis for selection

The report shall contain sufficient detail to demonstrate they conducted the selection in a manner that was fair and open and that AIP requirements where met.

**Impermissible Practices (8/30/13)**

To maintain eligibility of engineering costs, the sponsor must avoid practices the AIP does not allow. These include the following:

- Only notifying select firms of the sponsor’s interest in procuring an engineering consultant (This practice is exclusionary).
- Permitting an interested consulting firm to assist the sponsor in establishing the statement of work documentation (This practice is a conflict of interest)
- Requesting or receiving cost information with the solicitation request (Cost considerations are prohibited)
- Requiring regional preferences. (Note: Geographical considerations may be a rating criterion; however, the Sponsor cannot use this to exclude prospective firms).
- Project selections for generic or undefined projects (RFQ must identify specific projects that the Sponsor can reasonably accomplish within 5 years)
- Sharing of cost information between independent estimator and consultant (Conflict of interest)
- Allowing independent estimator to participate in negotiations (Undermines purpose of independent fee estimate)
- Coercing the independent estimator to adjust their estimate to within 10% of the consultant’s proposal.



## 340 - Contract Establishment

### **Professional Services Agreement (8/30/13)**

After a consensus selection of the most qualified consulting firm, the sponsor proceeds with the process to prepare and execute a written contract agreement. The agreement must be legally sufficient and clearly define all terms and obligations of the agreement, including requirements associated with Federal assistance.

### **Responsibilities (8/30/13)**

[49 CFR Part 18.36]

Sponsors are the contractual authority for establishing and administering the professional services agreement. A Sponsor remains responsible for all contractual matters, including evaluation and award of contract, resolution of claims and disputes, and settlement of litigation issues.

The FAA is not a party to a Sponsor's contract. The FAA's role in reviewing such agreements is limited to a determination for AIP eligibility. Sponsors must not construe any review of a contract agreement by the FAA as a review for legal sufficiency.

### **Initiating the Contract Agreement (8/30/13)**

The establishment of a contract agreement requires a systematic approach that results in a mutual and equitable agreement between the two parties. The typical steps required for the establishment of a professional agreement are described follows:

- Establish type of contract (i.e. LS, CPFF etc.)
- Define detailed scope of services
- Sponsor development of independent fee estimate
- Consultant preparation of proposal with profit identified as a separate element of price
- Sponsor cost analysis
- Contract negotiations
- Preparation of record of negotiations
- Preparation of final agreement
- Submittal of documentation to the FAA for determination of AIP eligibility

### **Contract Reimbursement Methods (8/30/13)**

The Common Rule (i.e. 49 CFR Part 18.36) requires the Sponsors to document their rationale for contract type selection. To ensure AIP eligibility, we encourage Sponsors to consult with their FAA Project Manager regarding questions about the proper type of contract reimbursement method.

The two most common types of contracts used for AIP development projects are the Lump Sum (LS) contract and the Cost-Plus-Fixed Fee (CPFF) contract. Both of these methods represent different forms of a fixed-price contract. These methods may be used without review and approval by the FAA Project manager provided the selected method is appropriate for the character, scope, and duration of the required services.

The use of a Time and Material (T&M) type of contract is permitted under limited circumstances. A T&M contract is not fixed price contract. As such, its use is only permitted when it is not suitable to use a fixed price type of contract method. Sponsors shall consult with the FAA project manager prior to implementing this type of contract.

The Sponsor should keep in mind that the Common Rules prohibits the use of the Cost-plus-percentage Cost (CPPC) reimbursement method. Because the CPPC method can take many different forms, Sponsors must be vigilant in making sure this type of reimbursement does not occur under their contract.

For instance, a common example of CPPC occurs with a firm applies a mark-up on associated expenses. This is a form of the prohibited CPPC. As a general rule, Sponsors should avoid all situations where profit increases as costs (both labor and non-labor) increase.

The following provides a brief explanation of the various contract payment types and applicability:

#### **Lump Sum (LS):**

The lump sum agreement is permissible when the Sponsor can clearly establish the extent, scope, complexity, character and duration of the work. Under this type of agreement, there is little variation or uncertainty regarding the level of effort, risk and expense necessary to complete the required services.

All requirements and effort identified in the scope of work must be necessary and reasonable for the required services. Expenses may be included under the lump sum method only if the value of the costs can be readily defined without variation. If the actual value of expenses is unknown or subject to change, such costs should be addressed outside of the lump sum method (e.g. actual costs not-to-exceed).



The Lump Sum type of contract is appropriate only when the level of effort is well defined with no variation or uncertainty as to necessity, deliverables and duration. Under this method, the contractor assumes the majority of the risk.

This typically involves the following types of services when:

- Design Services
- Bidding Services
- Survey Services
- Project Closeout Services
- Geotechnical Services

**Cost-Plus-Fixed-Fee (CPFF)**

Use of the cost-plus-fixed fee method is appropriate for situations where there are limited variations and uncertainty regarding the scope, complexity, character and duration of the services. This uncertainty can affect the level of effort and risk that may be necessary to perform the services.

To alleviate the uncertain risk to the firm, the CPFF method provides for a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost. The firm is entitled to the full amount of the fixed fee provided they have satisfactorily fulfilled all of their contract obligations.

Sponsors also incur risk under the CPFF method, namely the extent of actual costs. To mitigate this risk, Sponsors typically specify a not-to-exceed (NTE) value when using the CPFF method. This approach provides a limited measure of cost control to the Sponsor as well as a positive incentive to the consultant, that being to work efficiently to minimize costs.

Interim payments of the fee must be commensurate with the percentage of complete work. Sponsor shall avoid full payment of the fixed fee until the firm has satisfactorily completed all obligations specified in the agreement.

This type of contract is best suited for the following services:

- Construction Phase Services (Construction Management, Inspection, acceptance testing)
- Design Services for complex projects with unknown design conditions
- Survey Services (if extent and duration vary)

**Time and Material/Labor-Hour (T&M/L-H):**

The Common Rule permits the use of the time and material method under limited circumstances. For professional services contracts, the Labor-Hour (L-H) method is a variant of the time and material method.

The Common rule establishes that the Sponsor may only use the T&M method after determining that other contract reimbursement methods are not suitable for the intended services. For this reason, we request Sponsors consult with the FAA project manager for our consent prior to using this method.

The Sponsor must justify their use of the T&M or L-H method to the satisfaction of the FAA project manager. To be acceptable, the FAA project will review the justification and determine whether the other conventional reimbursement methods are not suitable for the given services.

The T&M method (or L-H method) may be appropriate when the Sponsor is unable to establish the extent or duration of the work such that they cannot, at the time of contract establishment, accurately estimate the expected costs with any degree of confidence. In general, this approach is only suitable for short duration and intermittent contract services of small dollar value.

A significant issue with the T&M method is cost control. The T&M and L-H methods are not fixed-price reimbursement methods. Application of these methods provides no positive profit incentive to the contractor to control costs or labor efficiencies.

To mitigate this weakness, the use of T&M and LH contract reimbursement methods, when approved for use, requires additional controls for cost and labor efficiency. This primarily involves establishing a contract price ceiling limit and additional oversight requirements.



The Sponsor must establish a reasonable contract ceiling price at the inception of the contract. Sponsor may also consider interim cost targets that trigger further review of costs to date versus performance goals.

The other control is to provide positive and effective oversight of the firm's performance to assure they are performing in a manner that minimizes cost. The Sponsor must not defer such oversight to a firm's self-certification. Under the T&M or L-H approach, the Sponsor assumes responsibility for monitoring and documenting the contractor's performance to assure:

- Their charged labor time and expenses are necessary for the services
- They employed efficient and effective methods in carrying out the work

Sponsors that apply a T&M or L-H method must be careful to avoid the prohibited cost-percentage of cost method when establishing payment provisions. The negotiated fixed hourly rates must include general labor wages, indirect general/administrative expenses, and profit. The Sponsor should still negotiate the value of profit as a separate element of cost during the contract establishment phase. However the negotiated hourly rates must include the value of profit as part of the rate rather than as a separate value from the hourly rate in order to avoid the prohibited Cost-Plus-Percentage of Cost.

The use of T&M or L-H is appropriate when the frequency of effort is intermittent and of short duration, such as is the case for on-demand type of services. Examples of acceptable use include:

- Intermittent or on-call Geotechnical services
- Intermittent or on-call survey services
- On-call environment testing services
- Retainer services

### **Combining Reimbursement Methods (8/30/13)**

A Sponsor's contract with a consulting firm may include a combination of the lump sum, cost-plus-fix-fee or Time and Material/Labor hour methods. For example, it would be permissible to use a lump sum payment provision on that portion of a construction phase services contract for elements that have a clearly defined scope and duration (i.e. project administration or project closeout). A Cost-Plus-Fixed-Fee method would be appropriate for those contract

elements with limited variability and uncertain duration (i.e. construction inspector, inspector's assistant, etc.). For services such as intermittent geotechnical testing, the use of the Labor Hour (i.e. Hourly rate) method would be appropriate.

When combining such methods, the Sponsor should include contract language that prescribes the limitations of reimbursement for the different types of effort. Duplication of reimbursement must be prohibited. For example, if the contract addresses a specific task under a LS contract method, the firm may not charge time for this task under that portion of the contract that applies the CPFF.

### **Profit versus Fee (8/30/13)**

An important distinction needs to be made regarding what is profit and what is fee. These terms have similar but different meanings.

Profit is the difference between total cost and revenue. It represents the amount realized the firm after all costs for performance are deducted from the total amount paid under the contract. The term profit is commonly more associated with the lump sum type of contract.

Fee is a negotiated value (i.e. fixed value) that serves as compensation for furnishing a service or completing a task. The term fee is commonly more associated with the cost reimbursable type of contract.

### **Scope of Services (8/30/13)**

[Ref. Para. 2-11 and Appendix E]

Upon selection of the most qualified firm, the Sponsor and the selected consultant meet to develop a detailed scope of services. The sponsor's independent estimator may attend the scope-of-services meeting provided there is no discussion or dissemination of fee information. Fee information includes both indirect cost information (i.e. overhead rates) and direct cost information (i.e. hourly rates - burdened and unburdened)

We strongly recommend the Sponsor confer with the FAA project manager prior to or during the pre-design phase. This advance coordination will assist with avoiding misdirected design efforts and limiting misunderstandings as it pertains to eligibility of the project work elements. We caution Sponsors that the FAA bases AIP participation with engineering costs on the condition that such costs are necessary and reasonable for the required services. The FAA will not consider AIP participation in engineering costs to



correct errors or omissions, misdirected work or unsubstantiated project changes.

Sponsors and consultants should keep the following in mind when establishing the scope of services:

- Costs and fees may not be a consideration at this time.
- The scope of services should only address work elements identified in the FAA project initiation letter.
- Ineligible work must not be included unless explicitly approved by the FAA Project Manager.
- The scope of services must clearly define all responsibilities expected of the selected consultant as well as of the Sponsor (Appendix E, AC 150/5100-14d)
- To ensure AIP eligibility, any design work performed prior to establishment of a Grant agreement must conform to all applicable AIP standards.
- Design elements that do not meet AIP requirements or unjustifiably exceed AIP requirements will not be ineligible for AIP participation.
- For proposed contracts that include multiple work elements (e.g. Reconstruct Runway 3-21 and Terminal Apron), the scope of services shall break-out the cost of each major work element rather than combine the costs into one contract value.
- AIP will not participate in costs associated with additional design efforts required to correct previous misdirected work or misunderstandings regarding AIP eligibility.

### **Independent Fee Estimate (8/30/13)**

[Ref. Para. 2-12 and Appendices F & G]

As addressed by the Common Rule, the Sponsor should as a starting point, prepare an independent estimate prior to receiving the consultant's proposal. Currently, the FAA requires the Sponsor to prepare an independent fee estimate (IFE) for all contracts expected to exceed \$100,000.

The FAA does relax this requirement for A/E contracts not expected to exceed \$100,000; however the FAA project manager reserves the right to request and receive an independent fee estimate for contracts less than the \$100,000 if they deem it necessary.

The purpose of the independent estimate is to assist the sponsor in negotiating a fair and reasonable price with the selected consultant. The independent estimate must address direct labor work hours, rates, general and administration overhead, non-salary expenses and a reasonable profit. Note that §18.36 of the Common Rule require grantees to negotiate profit as a separate element of price. The IFE should show both the application of the estimated overhead

rate and a reasonable profit markup. Refer to Appendix F of AC 150/5100-14D for a FAA recommended format.

Sponsors may use qualified in-house personnel to accomplish this or they may hire a separate firm to prepare the IFE. Sponsors that use a firm to prepare the independent estimate shall take precautions avoid using a firm included on the original selection short list.

The IFE should reflect the estimator's objective opinion of the level of effort and expense necessary to complete the intended services. The person or firm preparing the independent cost analysis may not have access to the selected consultant's cost information. This includes IFEs prepared in house.

Some prohibited practices include:

- a) Furnishing the consultant's proposal spreadsheet with hourly rate information shown but labor hour values omitted.
- b) Furnishing the consultant's proposal spreadsheet with labor hour information shown but hourly rate values omitted.

In first situation, the independent estimator has access to cost information, which is not allowed.

In the second situation, the "independent" nature of the IFE is compromised by conveying the labor hour information to the independent estimator. The purpose of the IFE is to address both cost and level of effort. The independent estimator should be tasked with establishing their own estimate of cost and effort.

The cost for preparing an independent estimate should be nominal in amount and is typically eligible for reimbursement under the AIP.

### **Consultant's Proposal (8/30/13)**

[Ref Para 4-4 and 4-5 and Appendices F]

Once there is mutual agreement with the type of contract payment method and the detailed scope of work, the consultant shall proceed with preparing their proposal. This may occur simultaneously with, but separately from the Sponsor's preparation of the independent fee estimate.

The consultant's proposal should show their derivation of fee including application of profit markup. The level of detail should be sufficient to show the various employee categories necessary for the required services. Appendix F of AC 150/5100-14D contains a suggested format for addressing the



derivation of fee estimate. The consultant’s proposal must adequately detail the following elements:

- Itemized Tasks
- Employee categories
- Work hours,
- Hourly rates
- Authorized overhead rate
- Direct non-salary expenses.
- Reasonable Profit mark-up (lump sum Agreements)
- Fixed Fee Amount (cost-plus-fixed fee agreements)

**Fee Analysis (8/30/18)**

[Ref. Para. 2-12 and Appendices F & G]

Per 49 CFR Part 18.36, **all procurement actions** require the Sponsor to conduct some form of fee analysis to assure reasonableness of costs. For select procurement actions, this may be a price analysis. Under a price analysis, Sponsors may establish cost reasonableness by comparison to established price information. Such price information must be current and appropriate for the type of services.

For procurement actions where price analysis is not allowed or is not suitable, the Sponsor must conduct a cost analysis. A cost analysis requires the evaluation of separate elements of cost such as direct labor, indirect labor, indirect general administrative, profit and non-labor expenses.

The responsibility for the fee analysis remains with the sponsor. The Common rule prohibits the FAA project manager from substituting their judgment for that of the Sponsors. The Sponsor thus should never defer the fee analysis to the FAA project manager.

**Agreements less than \$ 100,000** - For agreements expected to be \$100,000 or less, the sponsor is required to conduct some form of fee analysis to determine reasonableness of fees. This may be a price analysis or it may be a cost analysis

The Sponsor shall document their determination of a reasonable fee under date and signature by the individual conducting the review. The reviewer shall identify the basis of their determination, which may include one or more of the following:

- A knowledgeable individual’s comparative review of the consultant's proposed fee based upon prevailing industry fees (Price Analysis)
- Comparison with previous contracts of similar nature (Price Analysis)
- Sponsor comparison of a the fee proposal with an independent fee estimate(Note: FAA reserves the right to require an independent fee estimate)

**Agreements greater than \$ 100,000** - For agreements where the fees are likely to exceed \$100,000, the Sponsor **must** obtain an independent estimate and conduct a cost analysis. Sponsors may not use a price analysis on agreements exceeding \$100, 000.

Upon receipt of the consultant’s proposal, the sponsor shall analyze and evaluate the proposed fee using the independent cost estimate as an aide. The comparative analysis should identify red flags such as areas of significant differences in cost and level of effort (i.e. labor hours).

**Negotiations (8/30/18)**

[Ref. Para. 2-13 and Appendix H]

The sponsor shall enter into negotiations with the selected firm to resolve any discrepancies or concerns identified during their fee analysis. Sponsors should not focus simply on costs when identifying and evaluating the consultant’s fees.

The Sponsor should also focus attention on the level of effort proposed by the selected consultant versus that identified in the IFE. Sponsors should look for discrepancies in resource allocation (labor hours), which may be an indication that a particular work item is either being overlooked or over-emphasized.

Once the negotiations result in a mutually acceptable agreement, the Sponsor **must prepare** a record of negotiations. This record should document:

- History of the procurement action
- Scope of Work development
- Information on IFE (Preparer and date)
- Firms proposal with itemized fee derivation
- Sponsor’s Fee analysis
- Resolution of cost and labor hour discrepancies
- Documentation of any scope of work revision

The record of negotiations is mainly a sponsor responsibility. The Sponsor should avoid tasking the consultant with preparing a record that is intended to document their considerations and decisions. Appendix H of AC 150/5100-14d contains a sample record of negotiations that the Sponsors may use. The Sponsor should retain this record as part of their grant documentation and upon request make this information available to the FAA or a third party auditor.



**Preparation of Final Agreement (8/30/18)**

[Chapter 3]

Upon completion of a successful negotiation, the Sponsor and the Consultant should prepare the contract agreement. The agreement must conform to all applicable State and local laws and must legally bind the two parties to the terms and conditions of the agreement. To remain eligible under the AIP, the agreement must also incorporate all required Federal provisions and clauses.

The sponsor and consultant remain responsible for the legal sufficiency of the agreement. The FAA is not a party to the contract. As such, the Sponsor must not construe any review or approval action by the FAA as confirmation of legal sufficiency. Any review by the FAA is solely for a determination of AIP eligibility.

**Contract Checklist (8/30/18)**

[Ref. Para. 3-7]

As a minimum, the contract agreement for professional services shall include but not be limited to the following contract elements:

- Effective date of the agreement
- Name and description of the parties to the agreement
- Description of work
- Definition of services
- Delineation of ineligible work (if applicable)
- Identification of delivery schedule
- Delineation of responsibilities
- Incorporation of mandatory Federal provisions
- Provisions for re-negotiation in the event of a change in the scope of work
- Provisions for deliverable items such as reproducible plans and specifications and engineering reports.
- Compensation provisions
- Provision for termination of services

**Federal Provisions (1/21/16)**

Contracts funded in whole or in part by the Airport Improvement Program must incorporate applicable Federal provisions. A complete list of all federal provisions is posted on the FAA website under a document entitled "[Required Contract Provisions for AIP and Obligated Sponsors](#)" (MS Word)

["Federal Provisions Attachment for AE Contracts"](#) (PDF)

**Provisions for all A/E Contracts**

- Access to Records and Reports - 49 CFR Parts 18.36 and 18.42
- Buy American Preferences - 49 USC §50101
- Civil Rights: General - 49 USC §47123
- Civil Rights Title VI Assurances
- Disadvantaged Business Enterprise - 49 CFR Part 26
- Federal Fair Labor Standards Act (Minimum Wages) – 29 USC §201
- Lobbying and Influencing Federal Employees - 49 CFR Part 20
- Occupational Safety and Health Act – 20 CFR Part 1910
- Rights to Inventions - 49 CFR Part 18.36
- Trade Restriction Clause - 49 CFR Part 30

**A/E Contracts exceeding \$10,000 - include:**

- Termination of Contract - 49 CFR Part 18.36

**A/E Contracts exceeding \$25,000 – include:**

- Government Wide Debarment and Suspension - 2 CFR Part 180 and Part 1200

**A/E Contracts exceeding \$100,000**

- Breach of Contract Terms - 49 CFR Part 18.36
- Clean Air and Water Pollution Controls – 49 CFR §18.36(i)(12)
- Contract Work Hours and Safety Standards – 49 CFR §18.36(i)(6)

**FAQs on Federal Provisions (12/24/13)**

There have been questions raised regarding the applicability of some of the Federal provisions given the professional services aspect of a most A/E contracts. The followings address the most common questions.

- a) Buy American Preferences
  - This provision applies whenever the professional services agreement identifies a deliverable that meets the definition of a manufactured product
  - This provision may be omitted only if the Sponsor and consultant establish that none of the identified deliverables constitute a manufactured product.
- b) Federal Fair Labor Standards Act



- Although this act exempts executive and professional employees, it does apply to non-exempt individuals employed by the A/E firm.
- Sponsors may incorporate this requirement by simply referencing the Federal Fair Labor Standards Act (29 USC §201)
- c) Contract Work Hours and Safety Standards Act
  - Although this requirement typically applies to construction, it also applies to other contract types that may employ a mechanic or laborer
  - A/E firms often subcontract out services (geotechnical, surveying, site clearing, etc.) that assist their engineering efforts
  - Since such services do employ laborers and mechanics, the CWHSSA requirements do apply if the contract exceeds \$100,000.
- d) Clean Air and Water Pollution Controls
  - 49 CFR §18.36(i)(12) simply does not exempt A/E services from conforming to these requirements.
  - Consultants must meet the requirements of the Clean Air Act and the Clean Water Act in their preliminary investigation phase as well as their design services.

**Suggested Forms**

For the convenience of the Sponsor, the FAA has prepared several suggested documents that will assist a Sponsor in acquiring a qualified surveyor and establishing an acceptable statement of work.

- [Surveyor Selection Criteria](#) (pdf)
- Statement of Work (SOW) Templates
  - [Aeronautical Survey and Airport Airspace Analysis](#) – For procedure development
  - [General Airfield Construction](#) – Does not involve runway data
  - [Electronic ALP \(eALP\)](#) -
  - [Supplemental Services](#) –Incidental services such as utility investigation

**FAA Review (12/24/13)**

The primary basis for FAA acceptance with a Sponsor’s professional services agreement is the receipt of a satisfactory Sponsor Certification. The FAA project manager may conduct further review to assess the accuracy of the certification statements and to spot check AIP eligibility and justification.

Any review and concurrence action made by the FAA **does not** imply a determination of legal sufficiency. Sponsor shall construe the FAA review as a quality control step. The review by the FAA project manager is cursory in nature and is generally for the benefit of the FAA Project Manager.

**RESOURCES**

**FAA Procurement Guidance**

- [Procurement and Contracting Under the AIP](#) – FAA Website
- [Required Contract Provisions for AIP and Obligated Sponsors](#) (MS Word) – All required clauses

**Forms**  
Sponsor Certification For Selection of Consultants: [MS Word](#) | [pdf](#)



## 350 – Acquiring a Surveyor for AGIS

### Professional Services

#### AGIS (8/30/13)

The Federal Aviation Administration (FAA) continues to implement a groundbreaking initiative to streamline the airport survey process and centralize aeronautical data storage into one integrated web-based Geographic Information System (GIS) appropriately called “Airports-GIS (AGIS).”

Along with applicable Advisory Circulars, AGIS establishes the FAA process for the collection and maintenance of airport and aeronautical data. The FAA has established these new processes to meet the demands of the next generation National Airspace System (NAS).

The FAA designed the AGIS system to be a complete “one-stop-shopping” site for obtaining and maintaining airport data. Airports GIS currently supports open data standards, enhanced workflow and tracking capabilities, automatic validation of all submitted data, and a GIS viewer.

#### AGIS SOW

The submittal of survey data to the FAA for validation is a multi-step process that proponents may track online at the [FAA AGIS Website](#). One of first critical steps is the submittal of a statement of work for FAA review and approval. In order to provide assurance that the proponent is addressing all FAA survey and project requirements, Sponsors should utilize the SOW template (form) available on the AGIS website. If a proponent does not fully met all survey requirements, the SOW will likely face rejection in AGIS.

### Suggested Forms

For the convenience of the Sponsor, the FAA has prepared several suggested documents that will assist a Sponsor in acquiring a qualified surveyor and establishing an acceptable statement of work.

- [Surveyor Selection Criteria](#) (pdf)
- Statement of Work (SOW) Templates
  - [Aeronautical Survey and Airport Airspace Analysis](#) – For procedure development
  - [General Airfield Construction](#) – Does not involve runway data
  - [Electronic ALP \(eALP\)](#) -
  - [Supplemental Services](#) –Incidental services such as utility investigation

### RESOURCES

#### AGIS Webpages

- [FAA AGIS Website](#)
- [FAA AGIS Training](#) – Presentations and Video Training Series

#### Guidance